



AMENDED¹ Agenda
City of Vernon
Regular City Council Meeting
Tuesday, June 21, 2022, 9:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California

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

MEETING ATTENDANCE 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. Meetings are conducted in a hybrid format that includes both in-person and Zoom public participation.

The public is encouraged to view the meeting at <https://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 820-5348-6390#. You may address the Council via Zoom or submit comments to PublicComment@cityofvernon.org 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. Human Resources

[Employee Service Pin Awards for May 2022](#)

Recommendation:

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

¹ See New Closed Session Item No. 34

2. Human Resources

[Proclamation Recognizing Retired Employee - Renan Castro](#)

Recommendation:

Acknowledge and present a proclamation to retired employee Renan Castro, Warehouse Worker, Lead in recognition of his dedicated service to the City of Vernon.

[1. Proclamation - Renan Castro](#)

3. Public Works

[Westside Specific Plan Study Session](#)

Recommendation:

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

PUBLIC HEARINGS

4. Public Works

[Request for Zoning Code Variance for 3030 Atlantic Boulevard](#)

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), the general rule is that CEQA only applies to projects that may have a significant effect on the environment, and to the extent the property owner seeks to engage in actual physical construction or development, such would be subject to independent CEQA review and analysis; and

B. Adopt Resolution No. 2022-18 granting the zoning code variance requested to facilitate Magellan Atlantic I, LLC's construction of a private access road (for ingress and egress), across the existing parking lot and under the railroad tracks, subject to the conditions of approval for the property located at 3030 Atlantic Boulevard.

[1. Resolution No. 2022-18](#)

[2. Existing Site Plan](#)

[3. Proposed Site Plan](#)

[4. Notice of Public Hearing - Proof of Publication](#)

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.

5. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the June 7, 2022 Regular City Council meeting minutes.

[1. 20220607 City Council Minutes](#)

6. City Clerk

[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.

[1. Resolution No. 2021-36](#)

7. City Clerk

[Claims Against City](#)

Recommendation:

Receive and file claim submitted by Jorge Favela in the amount of \$1,360.68.

[1. Jorge Favela - Claim for Damages](#)

8. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 89, for the period of May 22 through June 4, 2022, totaling \$4,655,614.54 and consisting of ratification of electronic payments totaling \$4,260,599.14 and ratification of the issuance of early checks totaling \$395,015.40.

[1. Operating Account Warrant Register No. 89](#)

9. Finance/Treasury

[City Payroll Warrant Register](#)

Recommendation:

Approve City Payroll Warrant Register No. 792, for the period of May 1 through May 31, 2022, totaling \$2,697,080.42 and consisting of ratification of direct deposits, checks and taxes totaling \$1,789,996.02 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$907,084.40 paid through operating bank account.

[1. City Payroll Account Warrant Register No. 792](#)

10. Police Department

[Military Equipment Use Policy](#)

Recommendation:

A. Conduct second reading and adopt Ordinance No. 1282 adding Chapter 9.06 to Title 9 Public Peace and Welfare to the Vernon Municipal Code governing the use of military equipment; and

B. Adopt Vernon Police Department's Military Equipment Use Policy.

[1. Ordinance No. 1282](#)

[2. VPD's Military Equipment Use Policy](#)

[3. Assembly Bill No. 481](#)

[Proof of Publication](#)

11. Fire Department

[Fire Department Activity Report](#)

Recommendation:

Receive and file the April 2022 Fire Department Activity Report.

[1. Fire Department Activity Report - April 2022](#)

12. Police Department

[Police Department Activity Report](#)

Recommendation:

Receive and file the April 2022 Police Department Activity Report.

[1. Police Department Activity Report - April 2022](#)

13. Public Works

[Quarterly City Housing Report](#)

Recommendation:

Receive and file the June 2022 City Housing Quarterly Report.

[1. Quarterly Housing Report - June 2022](#)

14. Finance/Treasury

[Warehouse Special Parcel Tax Rate Adjustment for Fiscal Year 2022-2023](#)

Recommendation:

- A. Adopt Resolution No. 2022-19 determining the Warehouse Special Parcel Tax levied for Fiscal Year (FY) 2022-2023 pursuant to Municipal Code Section 3.20.010; and
- B. Approve and authorize the Director of Finance to execute an Agreement for Billing of Direct Assessments (Warehouse Special Parcel Tax) with the County of Los Angeles Auditor-Controller's Office, in substantially the same form as submitted, for the collection and distribution of the Warehouse Special Parcel Tax for FY 2022-2023.

[1. Resolution No. 2022-19](#)

[2. Agreement for Billing of Direct Assessments \(Warehouse Special Parcel Tax\)](#)

[3. Bureau of Labor Statistics Data](#)

15. Finance/Treasury

[Public Safety Special Parcel Tax Rate Adjustment for Fiscal Year 2022-2023](#)

Recommendation:

- A. Adopt Resolution No. 2022-20 determining the Public Safety Special Parcel Tax levied for Fiscal Year (FY) 2022-2023, pursuant to Municipal Code Section 3.20.020; and
- B. Approve and authorize the Director of Finance to execute an Agreement for Billing Direct Assessments (Public Safety Special Parcel Tax) with the County of Los Angeles Auditor-Controller's Office, in substantially the same form as submitted, for the collection and distribution of the Public Safety Special Parcel Tax for FY 2022-2023.

[1. Resolution No. 2022-20](#)

[2. Agreement for Billing of Direct Assessments \(Public Safety Special Parcel Tax\)](#)

[3. Bureau of Labor Statistics Data](#)

16. Public Utilities

[Blanket Purchase Order with The Home Depot](#)

Recommendation:

- A. Find that the best interests of the City are served by a direct award of a blanket Purchase Order to The Home Depot, without a competitive selection process pursuant to Section 3.32.110 (B)(2) of the Vernon Municipal Code (VMC); and
- B. Approve the issuance of a blanket Purchase Order with The Home Depot in an amount not-to-exceed \$179,250 to procure supplies for the Public Works Department and Vernon Public Utilities for operational needs and special projects for Fiscal Year (FY) 2022-2023.

17. Public Utilities

[Amendment No. 2 to the Services Agreement with Jacobs Engineering Group, Inc. for Environmental Compliance Support Services](#)

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement with Jacobs Engineering Group, Inc., in substantially the same form as submitted, for as-needed environmental compliance support services, increasing the contract by \$371,834 and bringing the contract total not-to-exceed amount to \$1,116,656.

[1. Amendment No. 2 - Jacobs Engineering Group, Inc.](#)

18. Public Utilities

[Construction Contract with General Pump Company, Inc. for On-Call Well and Booster Pump Repairs](#)

Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the maintenance, repair or minor alteration of existing facilities and involves negligible or no expansion of an existing use;
- B. Accept the bid from General Pump Company, Inc., as the lowest responsive and responsible bidder; and
- C. Approve and authorize the City Administrator to execute a Construction Contract with General Pump Company, Inc., in substantially the same form as submitted, in an amount not-to-exceed \$1,200,000 for on-call pump repair services.

[1. Construction Contract with General Pump Company, Inc.](#)

19. Public Utilities

[Revision to Daggett Solar Power 2 Project Power Sales Agreement with Southern California Public Power Authority](#)

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative and fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; with regard to the underlying project and pursuant to the Power Purchase Agreement between SCPPA and Daggett Solar Power 2 LLC, the lead agencies have obtained all CEQA determinations required for the construction, operation, and maintenance of the facility, or such determinations are reasonably expected to be timely obtained; and
- B. Approve and authorize the City Administrator to execute the revised Daggett Solar Power 2 Project Power Sales Agreement with Southern California Public Power Authority, in substantially the same form as submitted, for the purpose of purchasing 60 megawatts of solar power and 30 megawatts of battery storage with associated green attributes through the Daggett Solar Power 2 Project at a revised projected annual amount of approximately \$8,100,000 over a 20-year term.

- [1. Revised Power Sales Agreement with SCPPA](#)
- [2. Redlined Proposed Changes Power Purchase Agreement](#)

20. Public Utilities

[Cancellation of Vernon’s Transmission Owner Tariff](#)

Recommendation:

- A. Find that the proposed action does not constitute a “project” pursuant to Section 15378(b)(2) of the Guidelines to the California Environmental Quality Act (CEQA) because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt in accordance with CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Adopt Resolution 2022-21 approving the cancellation of Vernon’s Transmission Owner Tariff.

- [1. Resolution No. 2022-21](#)
- [2. Draft Transmission Owner Tariff Termination Filing](#)

21. Public Utilities

[Services Agreement with Hill Brothers Chemical Company for Supply of Aqueous Ammonia for Malburg Generating Station](#)

Recommendation:

- A. Approve and authorize the City Administrator to execute a Services Agreement with Hill Brothers Chemical Company, in substantially the same form as submitted, for the supply of 19% aqueous ammonia for a total amount not to exceed \$135,800, for a three-year term; and
- B. Authorize a contingency amount of \$13,500 in the event of price volatility, and grant authority to the City Administrator to amend the total contract value by an amount up to the contingency amount, if necessary.

- [1. Services Agreement with Hill Brothers Chemical Company](#)

22. Public Utilities

[Services Agreement with Nalco Water for Chemical Water Treatment Services for Malburg Generating Station](#)

Recommendation:

- A. Approve and authorize the City Administrator to execute a Services Agreement with Nalco Water, in substantially the same form as submitted, for Water Treatment Chemical Services for the Malburg Generating Station for a total amount not to exceed \$1,124,717, for a three-year term; and
- B. Authorize a contingency amount of \$112,470 in the event of price volatility, and grant authority to the City Administrator to amend the total contract value by an amount up to the contingency amount, if necessary.

[1. Services Agreement with Nalco Water](#)

23. Finance/Treasury

[Property and Casualty Insurance Placements for Fiscal Year 2022-2023](#)

Recommendation:

Approve and authorize the City Administrator to execute related documents for procurement of necessary annual insurance coverage for Fiscal Year (FY) 2022 -23 effective July 1, 2022 to June 30, 2023, with total premiums estimated at approximately \$3,765,514 and not-to-exceed \$3,980,000.

[1. FY 2022-23 Summary of Insurance Premiums](#)

24. Public Works

[Purchase Contract with Merrimac Energy Group to Procure Fuel](#)

Recommendation:

Approve and authorize the issuance of a Purchase Contract with Merrimac Energy Group in an amount not-to-exceed \$500,000 to procure fuel for Citywide fleet for Fiscal Year 2022-2023.

[1. City of Ventura - Merrimac Agreement FY 2022-23](#)

25. Public Works

[Purchase Contract for City Contract No. CS-1466: City Hall Chiller Condenser Coils Replacement](#)

Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of existing equipment and involves negligible or no expansion of an existing use;
- B. Approve and authorize the issuance of a Purchase Contract with Western Allied Corporation for the replacement of the City Hall Chiller condenser coils for a total amount of \$35,990; and
- C. Authorize a contingency of \$10,000 in the event that additional unforeseen repairs are necessary, and grant authority to the City Administrator to issue change orders for an amount up to the contingency amount, if necessary.

[1. Western Allied Quote](#)

26. Finance/Treasury

[Annual Statement of Investment Policy for Fiscal Year 2022-2023](#)

Recommendation:

Adopt Resolution 2022-22 approving an Annual Statement of Investment Policy for Fiscal Year (FY) 2022-2023 and delegating investment authority to the Director of Finance/City Treasurer.

[1. Resolution No. 2022-22](#)

NEW BUSINESS

27. Health and Environmental Control Department

[University of Southern California \(USC\) Keck School of Medicine Internship Affiliation Agreement](#)

Recommendation:

Approve and authorize the City Administrator to execute the Internship Affiliation Agreement with USC Keck School of Medicine in substantially the same form as submitted.

[1. Internship Affiliation Agreement with USC Keck School of Medicine](#)

28. Public Works

[Moratorium on Warehouse Uses, Freight and Terminals, Container Storage and Parking](#)

Recommendation:

- A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) review, because it is general policy and procedure-making activity that is unrelated to any specific project, which must undergo separate CEQA review, and that will not result in direct physical changes or reasonably foreseeable indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378; and
- B. Adopt Interim Urgency Ordinance No. 1283 establishing a 45-day temporary moratorium on the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking in the City of Vernon.

[1. Ordinance No. 1283](#)

29. Finance/Treasury

[Professional Services Agreement with Tyler Technologies for Citywide Enterprise Resource Planning \(ERP\) Software as a Service \(SaaS\) Hosting and Support](#)

Recommendation:

Authorize additional funds in the amount of \$729,926 to Contract IT-0152 for the SaaS annual fees with Tyler Technologies, Inc. for a Citywide ERP Software System, Hosting, Implementation, and Support, bringing the total not-to-exceed amount of the contract to \$3,037,949.

[1. 20201201 Agenda Item Report](#)

ORAL REPORTS

City Administrator Reports on Activities and Other Announcements.

City Council Reports on Activities (including AB 1234), Announcements, or Directives to Staff.

CLOSED SESSION

30. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

Employee Organizations: Management, Confidential, Executive, Elected Officials, and Unclassified (Unrepresented),

Teamsters Local 911, IBEW Local 47,

Vernon Police Management Association, and Vernon Police Officers' Benefit Association

31. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: City Attorney

32. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: APNs 6303-005-034, 6303-005-035, and 6303-005-036

Agency negotiator: Carlos Fandino, City Administrator

Negotiating parties: Clougherty Packing, LLC

Under negotiation: Price and terms of payment

33. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: APNs 6303-013-052, 6303-013-053, 6303-013-054 and 6303-013-055

Agency negotiator: Carlos Fandino, City Administrator

Negotiating parties: Smithfield Packaged Meats Corp.

Under negotiation: Price and terms of payment

34. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 4010 East 26th Street, Vernon, CA, 90058

Agency negotiator: Carlos Fandino, City Administrator

Negotiating parties: Rehrig Pacific Company

Under negotiation: Price and terms of payment

CLOSED SESSION REPORT

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours and Special meeting agendas may be amended up to 24 hours in advance of the meeting.

Dated: Amended Agenda posted June 17, 2022.

By: _____/s/_____
Lisa Pope, City Clerk

Guide to City Council Proceedings

Meetings of the City Council are held the first and third Tuesday of each month at 9:00 a.m. and are conducted in accordance with Rosenberg's Rules of Order (Vernon Municipal Code Section 2.04.020).

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: Veronica Avendano
Submitting Department: Human Resources
Meeting Date: June 21, 2022

SUBJECT

Employee Service Pin Awards for May 2022

Recommendation:

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

Background:

The following employees are eligible to receive their service pin based on the number of service years with the City of Vernon:

TWENTY-FIVE YEARS OF SERVICE

Fernando Flores, Utilities Dispatcher, Hired May 1997

TWENTY YEARS OF SERVICE

Claudia Luna, Assistant Buyer, Hired May 2002

FIFTEEN YEARS OF SERVICE

Daniel M. Onopa, Police Sergeant, Hired May 2007

Veronica Avendano, Administrative Secretary, Hired May 2007

TEN YEARS OF SERVICE

Joanna Hurtado-Moreno, Assistant Civil Engineer, Hired May 2012

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Lisette Grizzelle
Submitting Department: Human Resources
Meeting Date: June 21, 2022

SUBJECT

Proclamation Recognizing Retired Employee - Renan Castro

Recommendation:

Acknowledge and present a proclamation to retired employee Renan Castro, Warehouse Worker, Lead in recognition of his dedicated service to the City of Vernon.

Background:

Historically, the City Council has issued proclamations in honor of retired City employees. Renan Castro, Warehouse Worker, Lead retired from the City of Vernon on April 24, 2022, after providing over thirty-four (34) years of service to the City. Mr. Castro was hired as a Utilityman V, effective December 21, 1987; effective July 2, 1989, became a Utilityman IV; effective December 16, 1990, became Utilityman III; effective December 17, 2000, became Utilityman II; effective December 24, 2006, became Utilityman I; and effective April 20, 2014, became a Warehouse Worker, Lead.

Mr. Castro obtained an Associate in Arts degree from Cerritos College in 1999, and a Bachelor's degree in Business Administration from Woodbury University in 2005. During his career, Mr. Castro completed a variety of training programs and workshops and developed expertise in workplace safety issues. One of Mr. Castro's most notable contributions to the City during his career was his work in developing and leading a collaborative Cal-OSHA training program and developing and implementing a variety of policies, procedures, and operational controls to comply with federal, state, and local workplace safety laws and regulations. He provided bi-weekly Cal-OSHA safety meetings and prepared an annual safety training schedule for Public Works employees. Mr. Castro also served on the City's Safety Committee as the Safety Coordinator for the Public Works Department.

During his distinguished career with the City of Vernon, Renan Castro earned the deepest respect of his colleagues through his dedication, professionalism and commitment to the Public Works Department. Renan Castro was an exemplary employee and is truly missed. Mr. Castro was hired on December 21, 1987, and met the eligibility requirements under CalPERS to retire from the City of Vernon effective April 24, 2022.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Proclamation - Renan Castro](#)



***A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF VERNON COMMENDING RENAN CASTRO FOR HIS
MANY YEARS OF SERVICE TO THE CITY OF VERNON***

WHEREAS, Renan Castro was employed by the City of Vernon since December 21, 1987, and faithfully served the City of Vernon for over 34 years; and

WHEREAS, Renan Castro retired from the City of Vernon effective April 24, 2022, as the Warehouse Worker, Lead, for the Public Works Department; and

WHEREAS, during the course of his employment with the City of Vernon, Renan Castro held the positions of Utilityman V effective December 21, 1987, Utilityman IV effective July 2, 1989, Utilityman III effective December 16, 1990, Utilityman II effective December 17, 2000, Utilityman I effective December 24, 2006, and Warehouse Worker, Lead effective April 20, 2014; and

WHEREAS, Renan Castro obtained an Associate of Arts degree from Cerritos College in 1999, and a Bachelor's degree in Business Administration from Woodbury University in 2005; and

WHEREAS, during his career, Renan Castro completed a variety of training programs and workshops, developed expertise in workplace safety issues, played a vital role in developing and leading a collaborative Cal-OSHA training program and developing and implementing a variety of policies, procedures, and operational controls to comply with federal, state, and local workplace safety laws and regulations, and conducted bi-weekly Cal-OSHA safety meetings, prepared an annual safety training schedule for Public Works employees and served on the City's Safety Committee; and

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

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

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY COMMEND AND THANK RENAN CASTRO FOR HIS MANY YEARS OF SERVICE TO THE CITY. THIS PROCLAMATION IS BEING PRESENTED TO RENAN CASTRO BY THE HONORABLE MAYOR LETICIA LOPEZ FOR AND ON BEHALF OF THE CITY COUNCIL OF THE CITY OF VERNON THIS 21ST DAY OF JUNE TWO THOUSAND AND TWENTY-TWO.

CITY OF VERNON

By: _____
LETICIA LOPEZ, Mayor



City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: June 21, 2022

SUBJECT

Westside Specific Plan Study Session

Recommendation:

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

Background:

On May 19, 2020, City Council approved the advertisement of a Request for Proposal (RFP) for the preparation of a Mixed-Use Specific Plan (now referred to as the West Side Specific Plan) and related Program Environmental Impact Report (PEIR). Subsequently, on October 6, 2020, Council approved a services agreement with the Arroyo Group for said purposes. Since then, the Arroyo Group has solicited input from stakeholders through various meetings as it prepares the West Side Specific Plan and the PEIR.

The purpose of the Westside Specific Plan Study Session is to ensure that the work completed to date by City staff and the City's consultant team is consistent with the Council's original intent: To allow and encourage a concentrated area within the Westside of Vernon to transition into an active place of mixed uses (residential, live/work, production retail, and restaurant/entertainment) while strengthening the majority of the Westside as a highly competitive area of clean industrial production.

This item is for the purpose of discussion and no formal action on the Westside Specific Plan is required by the Council at its June 21, 2022 meeting.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: June 21, 2022

SUBJECT

Request for Zoning Code Variance for 3030 Atlantic Boulevard

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), the general rule is that CEQA only applies to projects that may have a significant effect on the environment, and to the extent the property owner seeks to engage in actual physical construction or development, such would be subject to independent CEQA review and analysis; and
- B. Adopt Resolution No. 2022-18 granting the zoning code variance requested to facilitate Magellan Atlantic I, LLC's construction of a private access road (for ingress and egress), across the existing parking lot and under the railroad tracks, subject to the conditions of approval for the property located at 3030 Atlantic Boulevard.

Background:

Magellan Atlantic I, LLC (Magellan) requests a variance from Section 17.64.020(d) of the Comprehensive Zoning Ordinance, Restrictions on Non-Conforming Buildings and Uses. Magellan is the owner of two (2) parcels of real property located at 3030 Atlantic Boulevard situated in the City of Vernon (City), CA (Property). The parcels that form the Property are identified as "Parcel 1" and "Parcel 3" are directly adjacent to two (2) undeveloped and landlocked parcels also owned by Magellan and identified as "Parcel 2" and "Parcel 4" as shown on Exhibit 2 (Landlocked Parcels). The Property is bounded by Atlantic Boulevard to the North, the 710 Freeway to the east, an LADPW transmission line to the west, and BNSF railroad tracks to the south. BNSF will not allow an at grade crossing at its track and so the only feasible access to the Landlocked Parcels is through an access road to be constructed under the railroad track.

Magellan proposes to construct an access road across the existing parking lot on the Property and under the railroad track (Project). The Project will allow access to the currently unusable Landlocked Parcels so they can be developed. The Project will remove existing automobile parking spaces and truck loading spaces as shown in Exhibit 3, making the Property out of compliance with the current Parking Requirements.

As shown on Exhibit 2, the Property is improved with a 200,683 square foot (sf) industrial building, containing 180,750 sf of warehouse space and 19,933 sf of mezzanine office space (Building), 149 automobile parking spaces, 15 truck loading spaces, and 5 truck parking spaces. These existing Improvements were developed in 1960. Parking on the Property has been in place and has proved sufficient to support the existing Building for approximately 62 years.

The requested variance reduces automobile parking spaces from the 149 spaces currently provided to 107 spaces and truck loading spaces from the 15 spaces currently provided to 12 spaces. Magellan is requesting this variance from Municipal Code Section 17.64.020(D) in

order to construct an access road crossing under the railroad track to provide ingress and egress to the Landlocked Parcels.

Magellan has stated that the maximum number of auto parking spaces needed to accommodate its employees and visitors is 40 and that the 107 spaces remaining after the proposed Project will more than meet parking needs. Magellan has also stated that there are no proposed additions or modifications to the existing Building as part of the Project.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Resolution No. 2022-18](#)
2. [Existing Site Plan](#)
3. [Proposed Site Plan](#)
4. [Notice of Public Hearing - Proof of Publication](#)

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON GRANTING A VARIANCE TO MAGELLAN ATLANTIC I, LLC PURSUANT TO VERNON MUNICIPAL CODE SECTION 17.64.020(D), FOR THE PROPERTY LOCATED AT 3030 ATLANTIC BOULEVARD IN THE CITY OF VERNON

SECTION 1. Recitals.

- A. Magellan Atlantic I, LLC (hereinafter referred to as Applicant) occupies the property located at 3030 Atlantic Boulevard in the City of Vernon (hereinafter referred to as the Property) and proposes to construct an access road across the existing parking lot on the Property and under the railroad track.
- B. The parcels that form the Property are directly adjacent to two (2) undeveloped and landlocked parcels also owned by the Applicant (Landlocked Parcels).
- C. The Applicant has requested a variance from Vernon Municipal Code Section 17.64.020(D), related to automobile parking, truck parking, truck loading, and truck maneuvering in order to construct an access road crossing under the railroad track to provide ingress and egress to the Landlocked Parcels.
- D. The Property is located in the I-Zone, Industrial.
- E. The City Council, at its meeting held on June 21, 2022, conducted a public hearing and considered evidence regarding the proposed Zoning Variance and made findings in connection therewith.
- F. The City Council, after due consideration of all evidence and reports offered at said meeting, does find and determine the following in accordance with Vernon Municipal Code Section 17.68.060:
 - 1. The Property is bounded by Atlantic Boulevard to the North, the 710 Freeway to the east, an LADPW transmission line to the west, and BNSF railroad tracks to the south. These surrounding improvements have created an unusual "V" shaped site which is isolated from other properties with the same C-1 and T overlay zoning. Further, most of the Property's square footage is occupied with a Building that was constructed in 1960, and the site footprint cannot be increased to accommodate additional parking or loading spaces because of the unique shape and surrounding public improvements. The existing parking that supports the existing Building was built in conformance with the parking requirements and demand as they existed in or about 1960. These parking areas have proved sufficient to support the industrial, warehouse and ancillary office uses onsite for over 62 years. No change to those existing uses is

currently proposed by Magellan or required for the Project. Therefore, special circumstances regarding the site's size, location, abutting public improvements and existing development deprive the Property of privileges enjoyed by other properties in the vicinity that are within the same zoning and overlay districts, as those properties are not similarly physically constrained and do not have the same existing long-term development.

Moreover, the Property abuts two Landlocked Parcels and provides the sole point of access for those parcels due to surrounding public improvements. Therefore, the Property is unique in that it is the only location on which the access road proposed by the Future Project can be developed. Approving the Variance would support a Future Project that will eliminate the current undevelopable condition of the adjacent Landlocked Parcels.

2. The strict application of Vernon Municipal Code Section 17.64.020(D) would create an unnecessary hardship on Magellan and is inconsistent with the purpose and intent of the Vernon Municipal Code. Section 17.64.020(D) would require Magellan's currently legally non-conforming lot to remain at its current capacity. This restriction would require Magellan to continue to set aside land for parking that is not needed and is not currently utilized. This strict interpretation and imposition of Section 17.64.020(D) on Magellan would be inconsistent with the general purpose and intent of the Vernon Municipal Code, which specifies in Section 17.56.060B) that adequate off-street parking and loading space shall be provided for each use to accommodate all automobiles or similar vehicles of the employees, consultants, agents, buyers, vendors, salesmen, visitors, and other persons normally transacting business at such enterprise or building. As previously stated, Magellan is currently providing adequate parking for the existing building and will continue to provide adequate parking, even with the grant of this variance, consistent with the general purpose and intent of Vernon Municipal Code.
3. The grant of the variance will not constitute a grant of special privileges. The City has issued similar variances, where because of the unique nature of the property the requirement to meet the City's minimum code requirement for parking and loading is overly burdensome and unnecessary. As previously provided, Magellan is currently meeting its parking and loading needs and demands and will continue to do so with the granting of this variance pursuant to the conditions of approval set forth below. As such, no special privilege is being granted by the approval of this variance.
4. The grant of the variance is consistent with the General Plan and complies with other applicable provisions of the Vernon Municipal Code. The City's General Plan specifies that adequate off-street parking be provided in order to eliminate on-street parking and congestion. Magellan is currently providing adequate

- parking and loading to meet its needs and demands and will continue to do so with the grant of the variance. Further, the grant of the variance will be consistent with other provisions of the Vernon Municipal Code, and in particular, Section 17.56.060(B) which requires that adequate off-street parking and loading space shall be provided for each use to accommodate all automobiles or similar vehicles of the employees, consultants, agents, buyers, vendors, salespeople, visitors, and other persons normally transacting business at such enterprise or building.
5. The grant of the variance will not be materially detrimental to the public health, safety, or welfare, or to the interests of other residents and property owners within the vicinity of the lot in question. As previously indicated, Magellan currently provides adequate parking and loading to meet its needs and demands. The grant of the variance would reduce Magellan's auto parking spaces by 42. However, Magellan would continue to provide 107 auto parking spaces, which more than meets its maximum demand of 40 auto parking spaces. Thus, no on-street parking impact would occur to be materially detrimental to the public health, safety, or welfare, or interests of other property owners.
 6. The grant of the variance places suitable conditions on Magellan to protect surrounding properties and does not permit uses that are not otherwise allowed in the I-Zone, Industrial. As provided in the conditions below, if at any time Magellan needs additional truck loading or parking spaces beyond the number provided pursuant to a parking demand study prepared by a California-licensed traffic engineer or other qualified professional (Parking Demand Study), Magellan will be required to meet the additional need identified in the Parking Demand Study or the City's minimum code requirements, whichever is less.

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

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

SECTION 3. The City Council of the City of Vernon hereby finds that this action is exempt from the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment, and to the extent the property owner seeks to engage in actual physical construction or development, such would be subject to independent CEQA review and analysis and directs the City Clerk to file a Notice of Exemption in regard to the lack of environmental impact of said project with the County Clerk of the County of Los Angeles.

SECTION 4. A Variance from Vernon Municipal Code Section 17.64.020(D) is hereby granted to Magellan Atlantic I, LLC, for the property located at 3030 Atlantic Boulevard.

SECTION 5. The Variance granted is subject to the following conditions:

A. The facility shall be operated in accordance with all current codes, rules, and regulations and subject to permit fees as adopted by the City of Vernon not otherwise addressed by this grant of a variance.

B. The facility shall be operated in a manner that will prevent unsanitary conditions, odors or other nuisances. The facility shall be maintained with a clean yard, free of debris, and in a manner that prevents the off-site migration of debris.

C. At all times, all parking areas shall be: (1) striped in a manner acceptable to the Director of Public Works; (2) paved with a concrete or asphalt concrete paving or other surface reasonably acceptable to the Director of Public Works; (3) adequately drained; and (4) kept free of potholes, dust, mud, trash, and weeds.

D. Adequate on-site parking shall be maintained so that no public street or off-site parking or staging will occur, except as specified below. The facility shall be operated in a manner that will not impede traffic on any public street as determined by the Director of Public Works in the Director's sole discretion. All vehicles shall enter and exit the site in a front forward manner. No vehicle parking or staging associated with the facility shall take place off-site or on the public street without prior approval from the Director of Public Works.

E. All parking and loading areas shall be maintained substantially in compliance with the site plan as submitted as part of this variance application.

F. This Variance shall apply to the current uses of the Building on the Property and any other warehouse or industrial uses of the Building on the Property, including ancillary office uses, to which the same City Parking Requirements apply. However, if, in the opinion of the Director of Public Works, Magellan's or its successors' parking or loading needs increase such that the parking and loading provided on the property is insufficient, then a Parking Demand Study shall be prepared and if deemed necessary therein, additional parking and/ or loading shall be provided on site, or within 1,500 feet of the site, to meet the additional needs as determined by the Parking Demand Study, which shall be reviewed and approved by the Director of Public Works, to meet the demonstrated additional demand or minimum parking and loading requirements of the Vernon Municipal Code, whichever is less.

G. Not later than thirty (30) days from the date of approval of this Variance, the property owner shall indicate, in writing, its acceptance of and agreement with the conditions herein. The Variance shall be void and of no force or effect unless such written

acceptance and agreement is submitted to the City within the thirty (30) day period.

H. Noncompliance with any of the conditions herein shall constitute sufficient grounds for the City Council of the City of Vernon to revoke this variance and require Magellan to revert back to the current number of on-site parking and truck loading spaces or comply with the number of such spaces required pursuant to then-applicable parking and loading requirements of the Vernon Municipal Code, whichever is less, in which case Magellan may provide any such spaces on the Property or within 1,500 feet of the Property.

SECTION 6. 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 21st day of June, 2022.

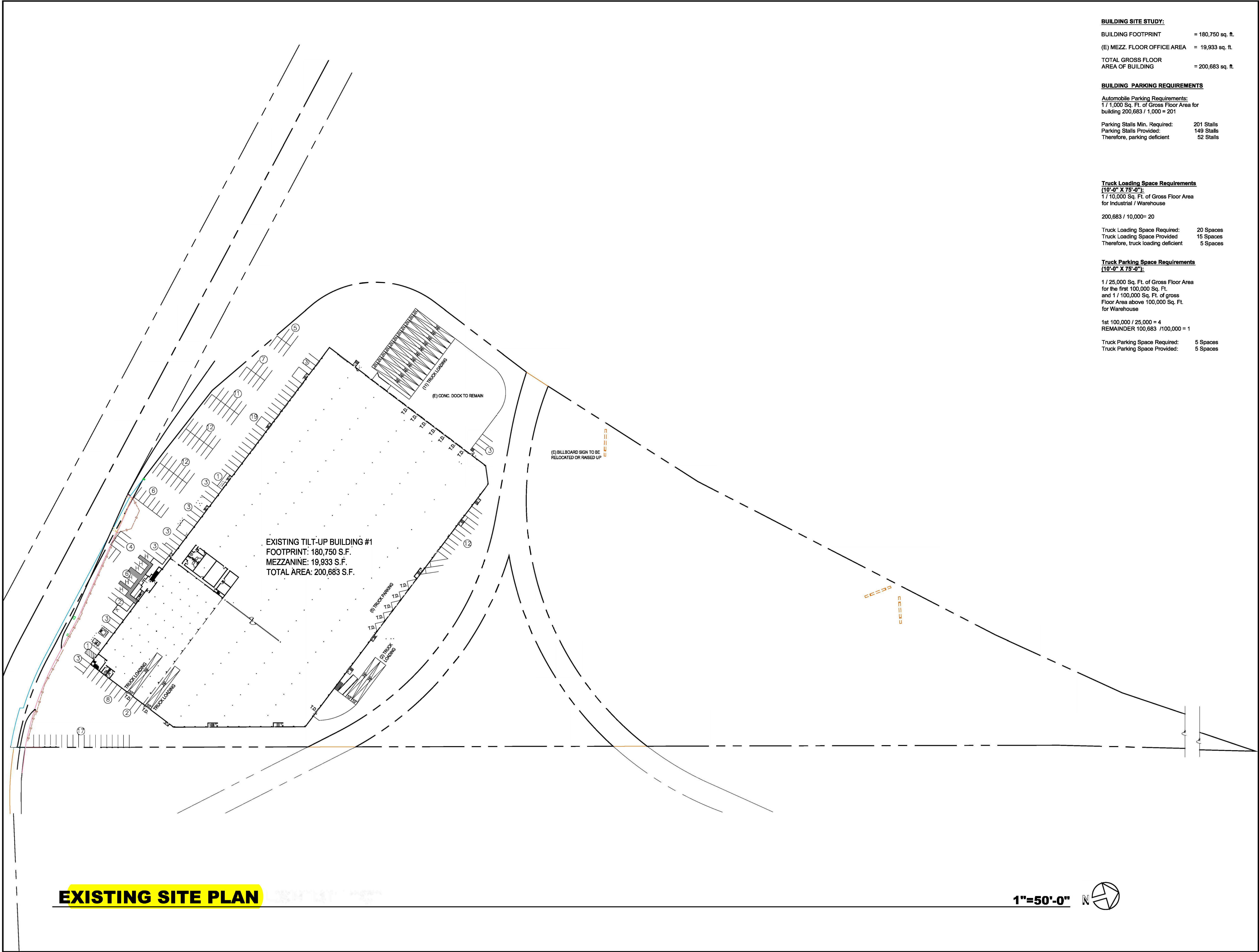
LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney



BUILDING SITE STUDY:	
BUILDING FOOTPRINT	= 180,750 sq. ft.
(E) MEZZ. FLOOR OFFICE AREA	= 19,933 sq. ft.
TOTAL GROSS FLOOR AREA OF BUILDING	= 200,683 sq. ft.

BUILDING PARKING REQUIREMENTS	
Automobile Parking Requirements: 1 / 1,000 Sq. Ft. of Gross Floor Area for building 200,683 / 1,000 = 201	
Parking Stalls Min. Required:	201 Stalls
Parking Stalls Provided:	149 Stalls
Therefore, parking deficient	52 Stalls

Truck Loading Space Requirements (10'-0" X 75'-0"):	
1 / 10,000 Sq. Ft. of Gross Floor Area for Industrial / Warehouse	
200,683 / 10,000= 20	
Truck Loading Space Required:	20 Spaces
Truck Loading Space Provided:	15 Spaces
Therefore, truck loading deficient	5 Spaces

Truck Parking Space Requirements (10'-0" X 75'-0"):	
1 / 25,000 Sq. Ft. of Gross Floor Area for the first 100,000 Sq. Ft. and 1 / 100,000 Sq. Ft. of gross Floor Area above 100,000 Sq. Ft. for Warehouse	
1st 100,000 / 25,000 = 4 REMAINDER 100,683 / 100,000 = 1	
Truck Parking Space Required:	5 Spaces
Truck Parking Space Provided:	5 Spaces

EXISTING SITE PLAN

1"=50'-0"

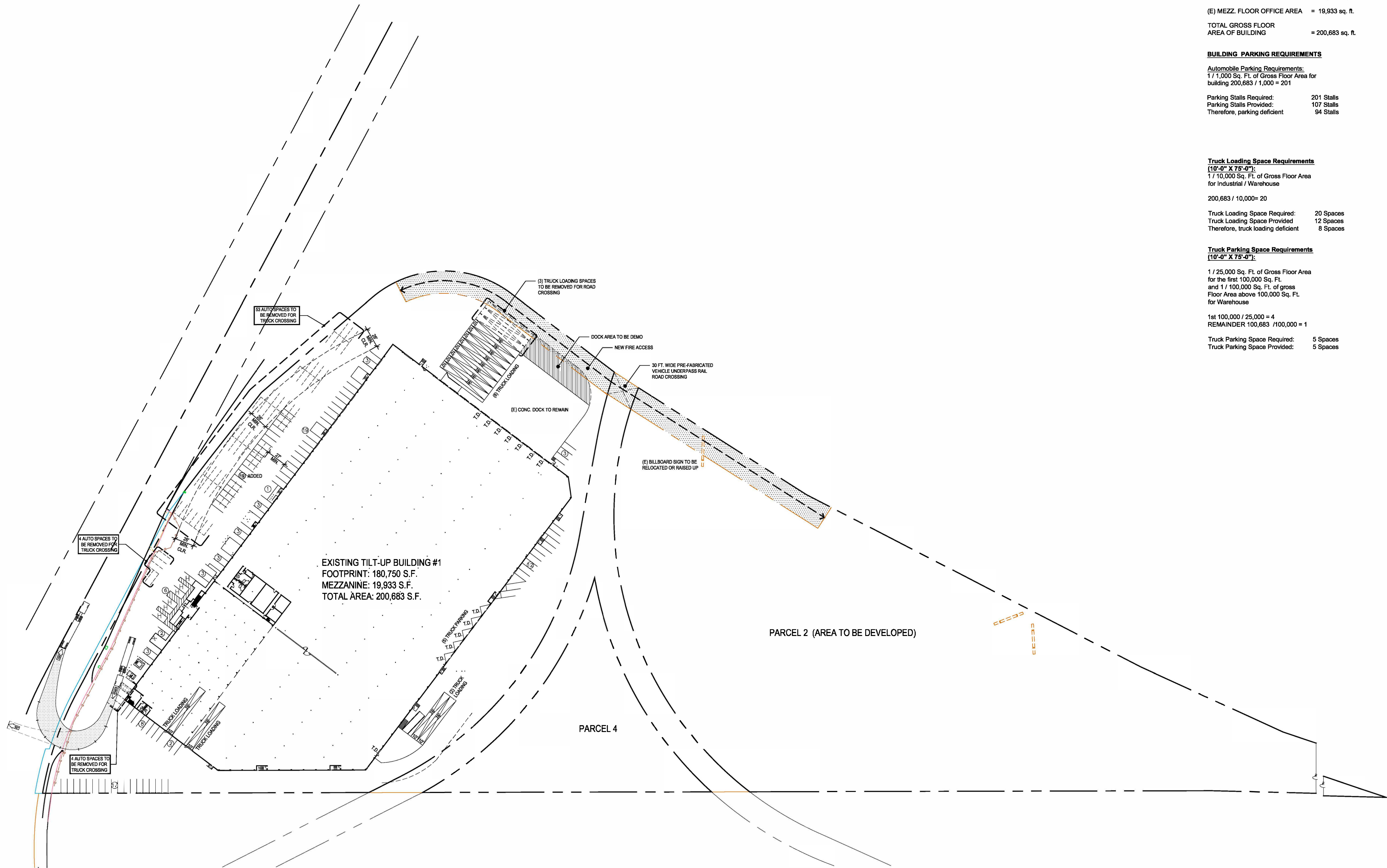


15901 Lupton Avenue, Monterey Park, Ca. 91755 / 323-890-8770 / Fax 323-890-8774

Architecture / Planning / Design

Furuto Rubio & Associates

DRAWING TITLE	EXISTING SITE PLAN
DATE	11-16-21
SCALE	1"=50'-0"
DRAWN BY	RF
JOB TITLE	ATLANTIC VERNON PROJECT
JOB ADDRESS	3030 SOUTH ATLANTIC BOULEVARD VERNON, CA 90058-5407
JOB NO.	17-115
DRAWING NO.	ST-1 EXHIBIT-C



BUILDING SITE STUDY:	
BUILDING FOOTPRINT	= 180,750 sq. ft.
(E) MEZZ. FLOOR OFFICE AREA	= 19,933 sq. ft.
TOTAL GROSS FLOOR AREA OF BUILDING	= 200,683 sq. ft.

BUILDING PARKING REQUIREMENTS	
<u>Automobile Parking Requirements:</u> 1 / 1,000 Sq. Ft. of Gross Floor Area for building 200,683 / 1,000 = 201	
Parking Stalls Required:	201 Stalls
Parking Stalls Provided:	107 Stalls
Therefore, parking deficient	94 Stalls

Truck Loading Space Requirements (10'-0" X 75'-0"): 1 / 10,000 Sq. Ft. of Gross Floor Area for Industrial / Warehouse	
200,683 / 10,000=	20
Truck Loading Space Required:	20 Spaces
Truck Loading Space Provided	12 Spaces
Therefore, truck loading deficient	8 Spaces

Truck Parking Space Requirements (10'-0" X 75'-0"): 1 / 25,000 Sq. Ft. of Gross Floor Area for the first 100,000 Sq. Ft. and 1 / 100,000 Sq. Ft. of gross Floor Area above 100,000 Sq. Ft. for Warehouse	
1st 100,000 / 25,000 = 4	
REMAINDER 100,683 / 100,000 = 1	
Truck Parking Space Required:	5 Spaces
Truck Parking Space Provided:	5 Spaces

SITE PLAN WITH NEW ROAD

1"=50'-0"

DATE

4-5-22

SCALE

1"=50'-0"

DRAWN BY

RF

DRAWING TITLE

SITE PLAN WITH NEW ROAD

JOB TITLE

ATLANTIC VERNON PROJECT

JOB ADDRESS

3030 SOUTH ATLANTIC BOULEVARD
VERNON, CA 90058-5407

JOB NO.

17-115

DRAWING NO.

ST-1
EXHIBIT-D

NO.

DATE

ISSUED

NO.

DATE

REVISION

Architecture

Planning

Design

Furuto Rubio & Associates

15901 Lupton Avenue, Monterey Park, Ca. 91753 / 323-890-8770 Fax: 323-890-8774

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

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

Notice of Public Hearing - Variance to reduce parking 3030 Atlantic Boulevard

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):

06/09/2022

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# 3594214

NOTICE OF CITY COUNCIL PUBLIC HEARING

The City Council of the City of Vernon will conduct a public hearing, which you may attend, at Vernon City Hall, City Council Chamber, 4305 Santa Fe Avenue, Vernon, CA 90058, or via Zoom Webinar at <http://www.cityofvernon.org/webinar-cc>, in accordance with Assembly Bill 361, on **Tuesday, June 21, 2022, at 9:00 a.m.** (or as soon thereafter as the matter can be heard), to: **Consider a variance to reduce parking at 3030 Atlantic Boulevard, Vernon, CA 90058, to construct an access road crossing under the railroad track to provide ingress and egress to landlocked parcels.**

All interested persons will be given an opportunity to comment on the above-referenced item during the public hearing. In addition, written comment or questions may be submitted prior to the hearing as set forth below. Written testimony or questions must be received prior to 9:00 a.m. on the date of the hearing.

All relevant documents will be available for public review on the City's website once the agenda for the meeting is posted or from the City Clerk at CityClerk@cityofvernon.org or (323) 583-8811 ext. 546. All interested persons will be given an opportunity to comment on the above-referenced items during the public hearing. In addition, written comment or questions may be submitted prior to the hearing as set forth below. Written Testimony or questions must be received prior to 9:00 a.m. on the date of the hearing.

Please send your comments or questions to: Daniel Wall, Director of Public Works
City of Vernon

4305 Santa Fe Avenue, Vernon, CA 90058
(323) 583-8811 ext. 305 Email: dwall@cityofvernon.org

If you challenge the City's action or any provision thereof in court, you may be limited to raising only those issues you or someone else raised at the hearing described in this notice or in written correspondence delivered to the City of Vernon at, or prior to, the meeting.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the meeting, please contact the Office of the City Clerk at (323) 583-8811 ext. 546.

The hearing may be continued, adjourned, or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Dated: June 7, 2022

/s/

Lisa Pope, City Clerk
6/9/22

PRE-3594214#
HUNTINGTON PARK BULLETIN



* A 0 0 0 0 0 6 0 3 8 2 9 5 *

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: June 21, 2022

SUBJECT

Approval of Minutes

Recommendation:

Approve the June 7, 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. [20220607 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 7, 2022
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

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

FLAG SALUTE

Mayor Lopez led the Flag Salute.

ROLL CALL

PRESENT:

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

STAFF PRESENT:

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

APPROVAL OF THE AGENDA

MOTION

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

PUBLIC COMMENT

None.

RECESS

Mayor Lopez recessed the meeting at 9:03 a.m. The meeting reconvened at 9:10 a.m.

PRESENTATIONS

1. Fiscal Year (FY) 2021-22 Docket II Scholarship Grants Awarded by Vernon CommUNITY Fund Grant Committee

Recommendation: A. Receive and file the report on grants awarded by the Grant Committee for FY 2021-22 Docket II; and B. Acknowledge and present certificates to FY 2021-22 Docket II Scholarship Grant recipients in recognition of their outstanding academic performance, personal achievement, community involvement, and leadership.

City Clerk Pope announced the FY 2021-22 Docket II Scholarship Grant recipients.

Mayor Lopez presented the certificates to: Alejandro Hernandez (Applicant #5), Loyola High School - \$4,000; 2. Lucia Langaney (Applicant #11), Maywood Center for Enriched Studies - \$4,000; 3. Jamilex Soto (Applicant #3), Huntington Park High School - \$4,000; 4. Pauly Vega (Applicant #12), Bell Senior High Magnet - \$4,000; and 5. Priscila Villegas (Applicant #4), Huntington Park Institute of Applied Medicine - \$4,000, in recognition of their outstanding academic performance, personal achievement, community involvement, and leadership.

MOTION

Council Member Ybarra moved and Council Member Merlo seconded a motion to receive and file the report on grants awarded by the Grant Committee for FY 2021-22 Docket II. The question was called and the motion carried unanimously.

2. City Administrator Report:

- Sterigenics Update
- Santa Clara Data Center Tour
- New Business Welcome
- Vernon Business Breakfast
- Vernon Police Provide Active Shooter Training
- Vernon Public Utilities Mutual Assistance Network
- Passport Services in Vernon
- Community Engagement

Recommendation:

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

Al Lopez, Sterigenics, explained company operations.

In response to Council questions, City Administrator Fandino indicated the Vernon Business Breakfasts would continue. Chief Soussa discussed future active shooter trainings.

PUBLIC HEARINGS

3. Truck to Rail Transfer Facilities within the City of Vernon (Continued from May 3, 2022)

Recommendation: Table consideration of Ordinance No. 1281 amending, adding and renumbering various sections within Chapter 17 of the Vernon Municipal Code (VMC) to allow and regulate Truck to Rail Transfer Facilities within the City of Vernon.

Public Works Director Wall presented the staff report.

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

MOTION

Council Member Ybarra moved and Mayor Lopez seconded a motion to table consideration of Ordinance No. 1281 amending, adding and renumbering various sections within Chapter 17 of the Vernon Municipal Code (VMC) to allow and regulate Truck to Rail Transfer Facilities within the City of Vernon. The question was called and the motion carried unanimously.

4. Citywide Annual Operating Budget, Capital Improvement Plan and Appropriations Limit (GANN) for Fiscal Year 2022-2023

Recommendation: A. Adopt Resolution No. 2022-15 approving and adopting the Annual Operating Budget and Capital Improvement Plan for Fiscal Year 2022-2023; and B. Adopt Resolution No. 2022-16 adopting the appropriations limit for Fiscal Year 2022-2023 pursuant to Government Code Section 7910.

Finance Director Williams presented the staff report.

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

MOTION

Council Member Ybarra moved and Council Member Davis seconded a motion to: A. Adopt Resolution No. 2022-15 approving and adopting the Annual Operating Budget and Capital Improvement Plan for Fiscal Year 2022-2023; and B. Adopt Resolution No. 2022-16 adopting the appropriations limit for Fiscal Year 2022-2023 pursuant to Government Code Section 7910. The question was called and the motion carried unanimously.

5. Military Equipment Use Policy

Recommendation: A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a project and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment; B. Introduce and conduct first

reading of Ordinance No. 1282 adding Chapter 9.06 to Title 9 Public Peace and Welfare to the Vernon Municipal Code governing the use of military equipment; and C. Direct staff to schedule second reading and adoption of Ordinance No. 1282 for the June 21, 2022 Regular City Council Meeting.

Police Chief Sousa presented the staff report.

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

MOTION

Council Member Ybarra moved and Mayor Lopez seconded a motion to: A. Find that the proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a project and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment; B. Introduce and conduct first reading of Ordinance No. 1282 adding Chapter 9.06 to Title 9 Public Peace and Welfare to the Vernon Municipal Code governing the use of military equipment; and C. Direct staff to schedule second reading and adoption of Ordinance No. 1282 for the June 21, 2022 Regular City Council Meeting. The question was called and the motion carried unanimously.

CONSENT CALENDAR

MOTION

Council Member Ybarra moved and Council Member Davis 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:

6. Approval of Minutes

Recommendation: Approve the May 17, 2022 Regular City Council meeting minutes.

7. 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.

8. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 88, for the period of May 1 through May 21, 2022, totaling \$18,223,971.35 and consisting of ratification of electronic payments totaling \$17,827,674.32 and ratification of the issuance of early checks totaling \$396,297.03.

9. Public Works Department Monthly Report

Recommendation: Receive and file the April 2022 Building Report.

10. Services Agreement with Tetra Tech, Inc. for Greenhouse Gas Verification Services

Recommendation: Approve and authorize the City Administrator to execute a Services Agreement with Tetra Tech, Inc., in substantially the same form as submitted, for Greenhouse Gas verification services for a total amount not to exceed \$20,500.

11. Motorola Service Agreement and Related Subscriber Agency Agreement

Recommendation: Approve and authorize the City Administrator to execute a Service Agreement for maintenance and related Subscriber Agency Agreement not to exceed \$77,167.61 for a three-year term.

12. Additional Funds for Fuel Procurement

Recommendation: Approve and authorize additional funds in the amount of \$80,000 to be added to Purchase Order No. 011.0015052 with Merrimac Energy Group for Fiscal Year 2021-2022.

NEW BUSINESS

13. Project Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017

Recommendation: A. Find that the approval of the proposed resolution does not constitute at "project" pursuant to Sections 15378(b)(2) and (4) of the Guidelines to the California Environmental Quality Act (CEQA), because it constitutes an administrative activity and government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment; and even if the adoption of the proposed resolution did constitute a project, it would be exempt from CEQA in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and B. Adopt Resolution No. 2022-17 adopting a project list to be funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 for Fiscal Year (FY) 2022-2023.

Public Works Director Wall presented the staff report.

MOTION

Council Member Ybarra moved and Council Member Davis seconded a motion to: A. Find that the approval of the proposed resolution does not constitute at "project" pursuant to Sections 15378(b)(2) and (4) of the Guidelines to the California Environmental Quality Act (CEQA), because it constitutes an administrative activity and government funding mechanism that does not involve any commitment to any specific project which may result in a potentially significant impact on the environment; and even if the adoption of the proposed resolution did constitute a project, it would be exempt from CEQA in accordance with Section 15061(b)(3), the general rule that CEQA only applies to projects that may have a significant effect on the environment; and B. Adopt Resolution No. 2022-17 adopting a project list to be funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 for Fiscal Year (FY) 2022-2023. The question was called and the motion carried unanimously.

14. Commission and Committee Appointments

Recommendation: A. Appoint two business representatives to the Business and Industry Commission (BIC) (terms July 1, 2022 to June 30, 2026); B. Appoint one employee/labor representative to the BIC (term July 1, 2022 to June 30, 2026); C. Appoint one real estate representative to the BIC (term July 1, 2022 to June 30, 2026); D. Appoint one business representative to the Vernon CommUNITY Fund Grant Committee (VCFGC) (term July 1, 2022 to June 30, 2026); E. Appoint one legislative representative to the VCFGC (term July 1, 2022 to June 30, 2026); F. Appoint one Vernon area representative to the VCFGC (term July 1, 2022 to June 30, 2026); G. Appoint two business representatives to the Green Vernon Commission (GVC) (terms July 1, 2022 to June 30, 2026); H. Appoint one environmental representative to the GVC (term July 1, 2022 to June 30, 2026); I. Appoint one environmental representative to the GVC (partial term July 1, 2022 to June 30, 2024); and J. Appoint one employee of a Vernon business to the Vernon Housing Commission (VHC) (partial term July 1, 2022 to June 30, 2023).

City Clerk Pope presented the staff report.

MOTION

Council Member Ybarra moved and Council Member Lopez seconded a motion to: A. Appoint Cathy Browne and Duncan Sachdeva as business representatives to the Business and Industry Commission (BIC) (terms July 1, 2022 to June 30, 2026); B. Appoint Hector Morfin as employee/labor representative to the BIC (term July 1, 2022 to June 30, 2026); C. Appoint Thomas Condon as real estate representative to the BIC (term July 1, 2022 to June 30, 2026); D. Appoint Clara Bustamante as area representative for Vernon CommUNITY Fund Grant Committee (VCFGC) (term July 1, 2022 to June 30, 2026); E. Appoint Ronit Edry as business representative to the Vernon CommUNITY Fund Grant Committee (VCFGC); F. Appoint Mark Gonzales as legislative representative to the VCFGC (term July 1, 2022 to June 30, 2026); G. Appoint Clara Bustamante and Ronit Edry as business representatives to the Green Vernon Commission (GVC) (terms July 1, 2022 to June 30, 2026); H. Appoint Cathy Browne as environmental representative to the GVC (term July 1, 2022 to June 30, 2026); I. Appoint Ron Daerr as environmental representative to the GVC (partial term July 1, 2022 to June 30, 2024); and J. Appoint Steve Spanks as employee of a Vernon business to the Vernon Housing Commission (partial term July 1, 2022 to June 30, 2023). The question was called and the motion carried unanimously.

15. Declaration of Surplus Land

Recommendation: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because the designation of the property as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review it is not a "project" as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment of a reasonably foreseeable indirect physical change in the environment. If and when the property is sold to a purchaser and the purchaser

proposes a use for the property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA; and B. Adopt Resolution No. 2022-13 declaring pursuant to Government Code Section 54221 that real property owned by the City of Vernon located in an unincorporated area of Kern County, is surplus land and not necessary for the City's use, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and taking related actions.

Finance Director Williams presented the staff report.

MOTION

Council Member Ybarra moved and Council Member Davis seconded a motion to: A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because the designation of the property as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review it is not a "project" as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment of a reasonably foreseeable indirect physical change in the environment. If and when the property is sold to a purchaser and the purchaser proposes a use for the property that requires a discretionary permit and CEQA review, that future use and project will be analyzed at the appropriate time in accordance with CEQA; and B. Adopt Resolution No. 2022-13 declaring pursuant to Government Code Section 54221 that real property owned by the City of Vernon located in an unincorporated area of Kern County, is surplus land and not necessary for the City's use, finding that such declaration is exempt from environmental review under the California Environmental Quality Act, and taking related actions. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino congratulated Vernon City Elementary's Class of 2022. He announced the 2022 Graduation and Summer Kick-off on June 9, 2022, 5 p.m. to 7 p.m.; upcoming Housing Commission meetings and housing lottery; and Vernon Job Fair on June 23, 2022.

City Council Reports on Activities (including AB 1234), Announcements, or Directives to Staff.

None.

RECESS

Mayor Lopez recessed the meeting to Closed Session at 10:00 a.m.

CLOSED SESSION

16. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

Employee Organizations: Teamsters Local 911, IBEW Local 47, Vernon Police Management Association, and Vernon Police Officers' Benefit Association

17. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (2)

Government Code Section 54956.9(d)(1)

Californians for Homeownership, Inc. v. City of Vernon
Los Angeles Superior Court Case No. 22STCP01397

David Moore v. City of Vernon
Workers Compensation Appeals Board Case No. ADJ16019205

18. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1) Title: City Attorney

RECONVENE

At 12:13 p.m., Mayor Lopez 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 ratified settlement payment in the case of David Moore v. City of Vernon – Workers Compensation Appeals Board Case No. ADJ16019205.

ADJOURNMENT

Mayor Lopez adjourned the meeting at 12:13 p.m.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Submitted by: Yonnie Parker
Submitting Department: City Clerk
Meeting Date: June 21, 2022

SUBJECT

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.

Background:

Assembly Bill 361 (AB361) authorizes local agencies to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act during a declared state of emergency. At a special meeting on October 21, 2021, the City Council adopted Resolution No. 2021-36 authorizing continued conduct of City Council and all other City legislative body meetings via teleconference, in accordance with AB 361, due to continued public health and safety concerns caused by COVID-19.

Pursuant to AB 361, it is necessary for the City Council to periodically declare that the City's legislative bodies must continue to meet remotely to ensure the continued health and safety of the public. The City Council most recently ratified the findings of Resolution No. 2021-36 on June 7, 2022. Since the July 5, 2022 Council meeting is cancelled, it is necessary to ratify at this meeting.

If the City Council determines the need to conduct meetings remotely still exists, the City Council should ratify the findings in Resolution 2021-36.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

[1. Resolution No. 2021-36](#)

RESOLUTION NO. 2021-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON 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

SECTION 1. Recitals.

- A. On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19.
- B. On March 17, 2020, the City Council adopted Resolution No. 2020-06 ratifying Emergency Proclamation 2020-01, a proclamation of local emergency due to the serious and imminent threat of the Novel Coronavirus (COVID-19).
- C. Also, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.
- D. The City Council, Commissions and Committees have utilized remote and hybrid meetings during the state of emergency, ensuring the member's and public's continued access to meetings while ensuring public safety.
- E. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which extended the ability of agencies to hold remote meetings through September 30, 2021, after which agencies anticipated transitioning back to public meetings held in full compliance with the Brown Act.
- F. Since issuing Executive Order N-08-21, the Delta variant emerged, causing a spike in COVID-19 cases throughout the state.
- G. It is difficult to maintain social distancing requirements for the public, staff, Council Members, Committee Members and Commissioners in their respective meeting locations, therefore, the City of Vernon legislative bodies have utilized a hybrid model of meetings, with some members and the public participating remotely.
- H. The Proclamation of a State of Emergency issued by Governor Newsom on March 4, 2020 continues to be in effect.

I. On September 16, 2021, Governor Newsom signed AB 361, allowing local legislative bodies to continue to meet remotely after the September 30, 2021 expiration of the Governor's executive orders.

J. Pursuant to AB 361, it is necessary for the City Council to declare every 30 days that the City's legislative bodies must continue to meet remotely to ensure the health and safety of the public.

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

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

SECTION 3. The City Council of the City of Vernon hereby approves the continuation of conducting the City Council and all other City Legislative Body meetings remotely due to continued public health and safety concerns caused by COVID-19.

SECTION 4. In compliance with AB 361, and to continue to teleconference without the usual teleconference requirements of the Brown Act, the City Council makes the following findings:

- a. The City Council has reconsidered the circumstances of the state of emergency; and
- b. The state of local emergency continues to directly impact the ability of the City Council and all other City Legislative Body meetings, as well as staff and members of the public, from meeting safely in person; and
- c. Health orders require all individuals in public spaces to maintain social distancing and to wear masks when inside public spaces; however, the City cannot maintain social distancing requirements for the Council Members, Commissioners, Committee Members, staff and public in meeting spaces.

SECTION 5. City Council and all other City Legislative Body meetings will continue to be conducted in a hybrid manner including remote and in person participation for the next 30 days in compliance with AB 361, to better ensure the health and safety of the public.

SECTION 6. The City Council will reconsider the above findings and the need to conduct meetings remotely within 30 days of the adoption of this resolution.

SECTION 7. If the City Council determines the need to conduct meetings remotely still exists at each 30-day interval, the City Council will make such findings by minute order.

SECTION 8. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 21st day of October, 2021.

MELISSA YBARRA, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, Interim City Attorney

City Council Agenda Item Report

Submitted by: Yonnie Parker
Submitting Department: City Clerk
Meeting Date: June 21, 2022

SUBJECT

Claims Against City

Recommendation:

Receive and file claim submitted by Jorge Favela in the amount of \$1,360.68.

Background:

On June 8, 2022, the City received the following claim:

Name of Claimant - Jorge Favela

Amount Demanded - \$1,360.68

Pursuant to Municipal Code Section 2.32.040, the above information is listed on the City Council agenda as soon after filing of the claim with the City.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Jorge Favela - Claim for Damages](#)

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP
CLAIM No. _____

INSTRUCTIONS

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

RECEIVED

JUN 8 2022

CITY CLERK'S OFFICE

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

JORGE FAVELA

Age of Claimant (If natural person)

44

Home Address of Claimant

City and State

Home Telephone Number

Business Address of Claimant

City and State

Business Telephone Number

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

How did DAMAGE or INJURY occur? Give full particulars.

WHILE STOPPED NORTHBOUND ON ATLANTIC, JUST SOUTH OF BANDINI, A CITY WORKER BEGAN TRIMMING WEEDS ON THE CENTER MEDIAN DIRECTLY IN FRONT OF AND IN THE DIRECTION OF MY VEHICLE. THAT CENTER MEDIAN IS COVERED WITH ROCKS. I HEARD THE IMPACT OF THE DEBRIS HITTING THE DRIVER SIDE OF MY VEHICLE.

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

ON FRIDAY, JUNE 3, 2022, AT APPROXIMATELY 7:45 A.M.

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

NUMBER ONE LANE, NORTHBOUND ON ATLANTIC, JUST SOUTH OF BANDINI, UNDER THE 710 FREEWAY OVERPASS. A PROPER DIAGRAM HAS BEEN SIGNED AND ATTACHED TO THIS CLAIM DOCUMENTS.

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

THE EMPLOYEE BEGAN TRIMMING WEEDS WITH A POWERED TRIMMER IN THE DIRECTION OF MY STOPPED VEHICLE, WITHIN CLOSE PROXIMITY. I WAS UNABLE TO CONTACT OR OBTAIN THE EMPLOYEE'S NAME. A PHOTO OF THE EMPLOYEE WHO CAUSED THE DAMAGE IS ATTACHED TO THE CLAIM DOCUMENTS.

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

MULTIPLE SCRATCHES TO THE DRIVER SIDE DOOR AND THE TRIM ABOVE THE FRONT LEFT TIRE.

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

\$1,360.68, BASED ON THE BODY SHOP ESTIMATE FROM BELLWOOD AUTO BODY, WHICH IS ATTACHED TO THIS CLAIM DOCUMENTS.

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

\$1,360.68, BASED ON THE BODY SHOP ESTIMATE FROM BELLWOOD AUTO BODY, WHICH IS ATTACHED TO THIS CLAIM DOCUMENTS.

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

YES. I WAS AND AM INSURED THROUGH MERCURY INSURANCE (POLICY # 040107007476218).
I HAVE NOT, AND DO NOT INTEND TO FILE A CLAIM WITH MY INSURANCE COMPANY.

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

(Amount)

NONE AT THE MOMENT. I AM AWAITING PAYMENT BY RESPONSIBLE PARTY.

Name and address of Witnesses, Doctors and Hospitals:

NONE. AN INCIDENT REPORT WAS FILED ON THE DATE OF THE INCIDENT WITH THE VERNON POLICE DEPARTMENT (REPORT #CR22-0947).

READ CAREFULLY

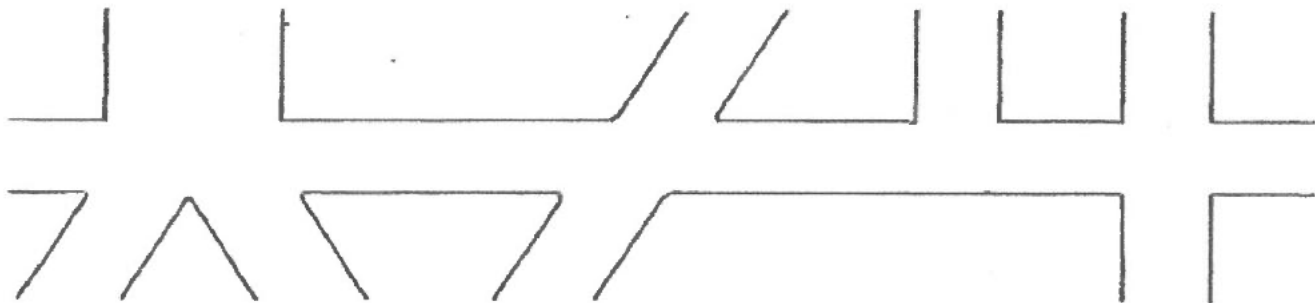
For all accident claims place on following diagram names of streets, including North, East, South, and West: indicate place of accident by "X" and by showing house numbers or distances to street corners.

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

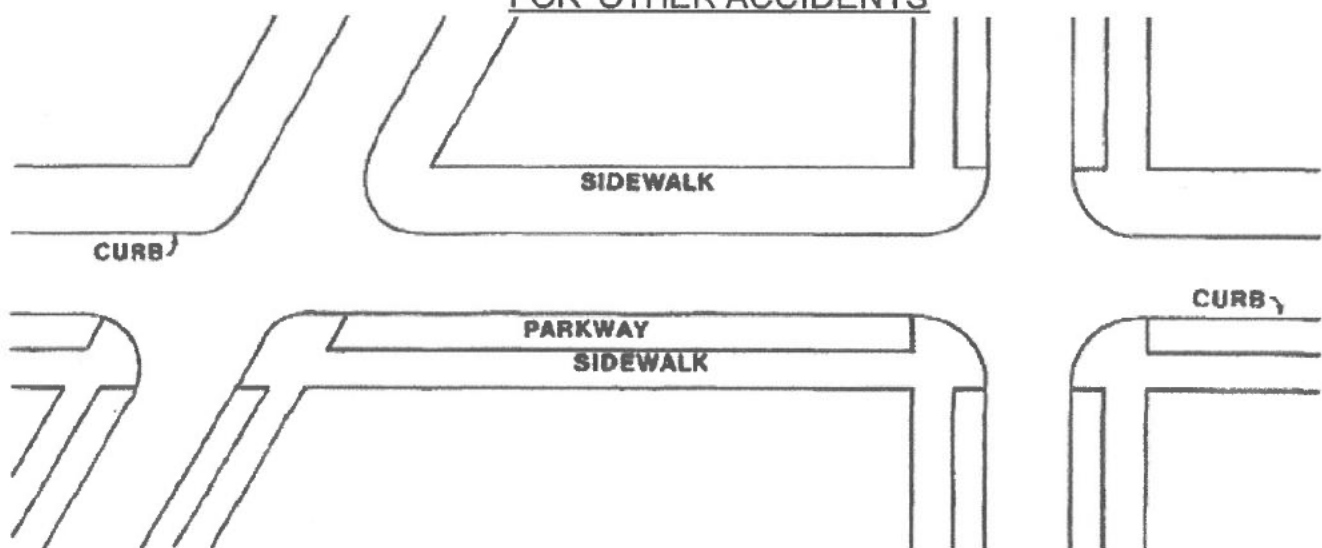
NOTE: If diagrams do not fit the situation, attach hereto a proper diagram signed by claimant.

FOR AUTOMOBILE ACCIDENTS

SEE PROPER DIAGRAM ATTACHED.



FOR OTHER ACCIDENTS



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

Typed/Printed Name:

JORGE L. FAVELA

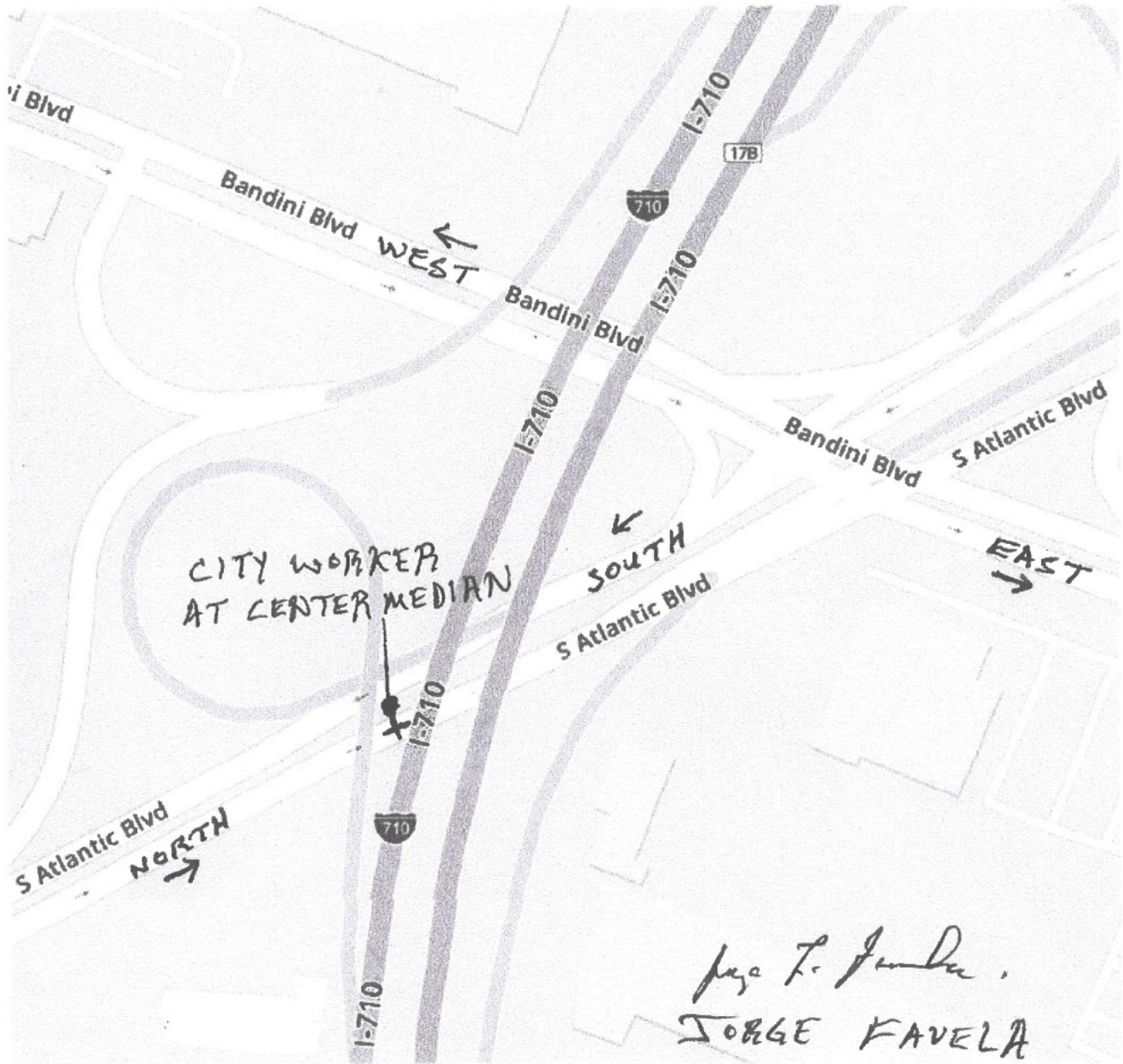
Signature of Claimant or person filing on his/her behalf, giving relationship to Claimant:

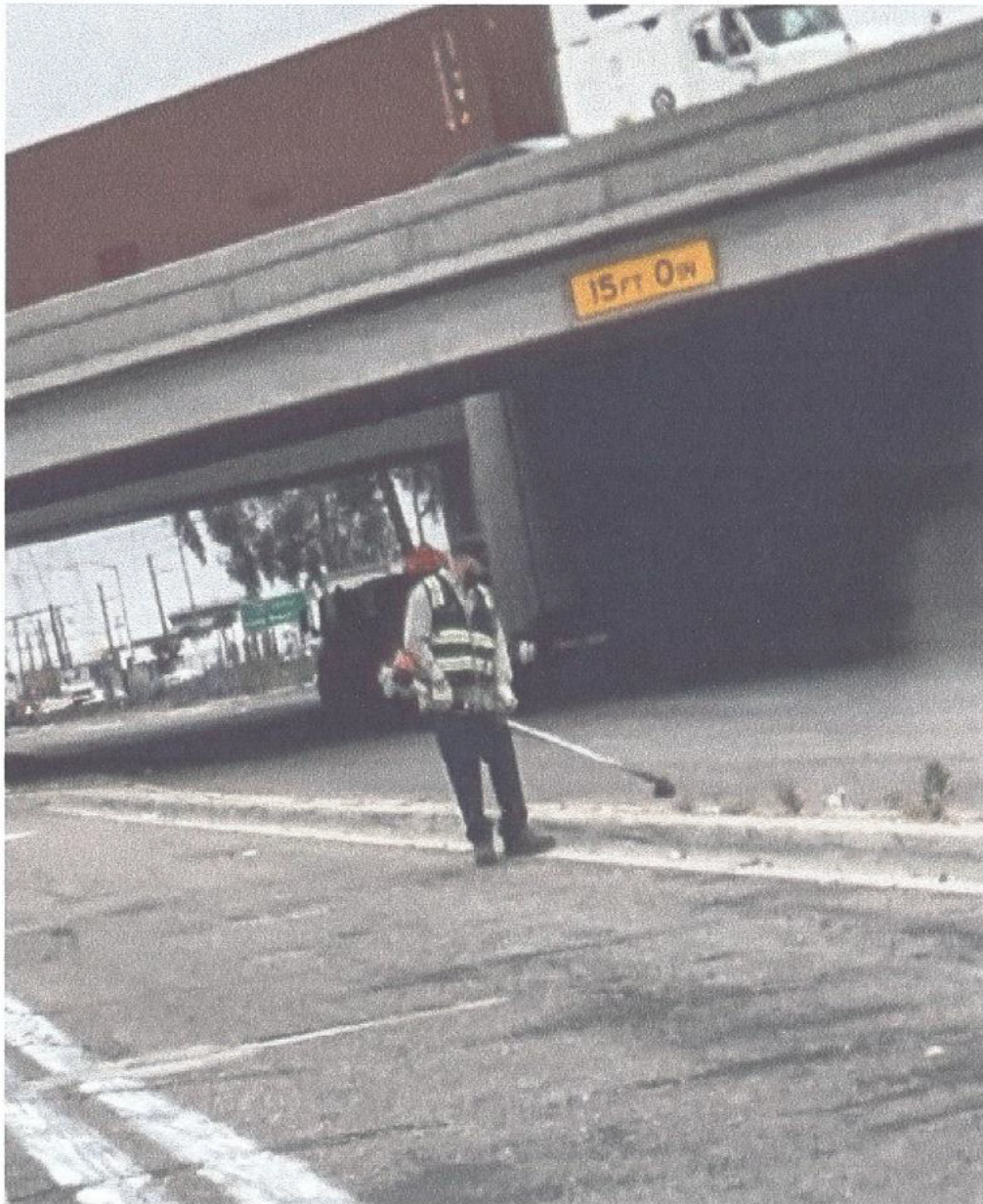
Jorge L. Favela

Date:

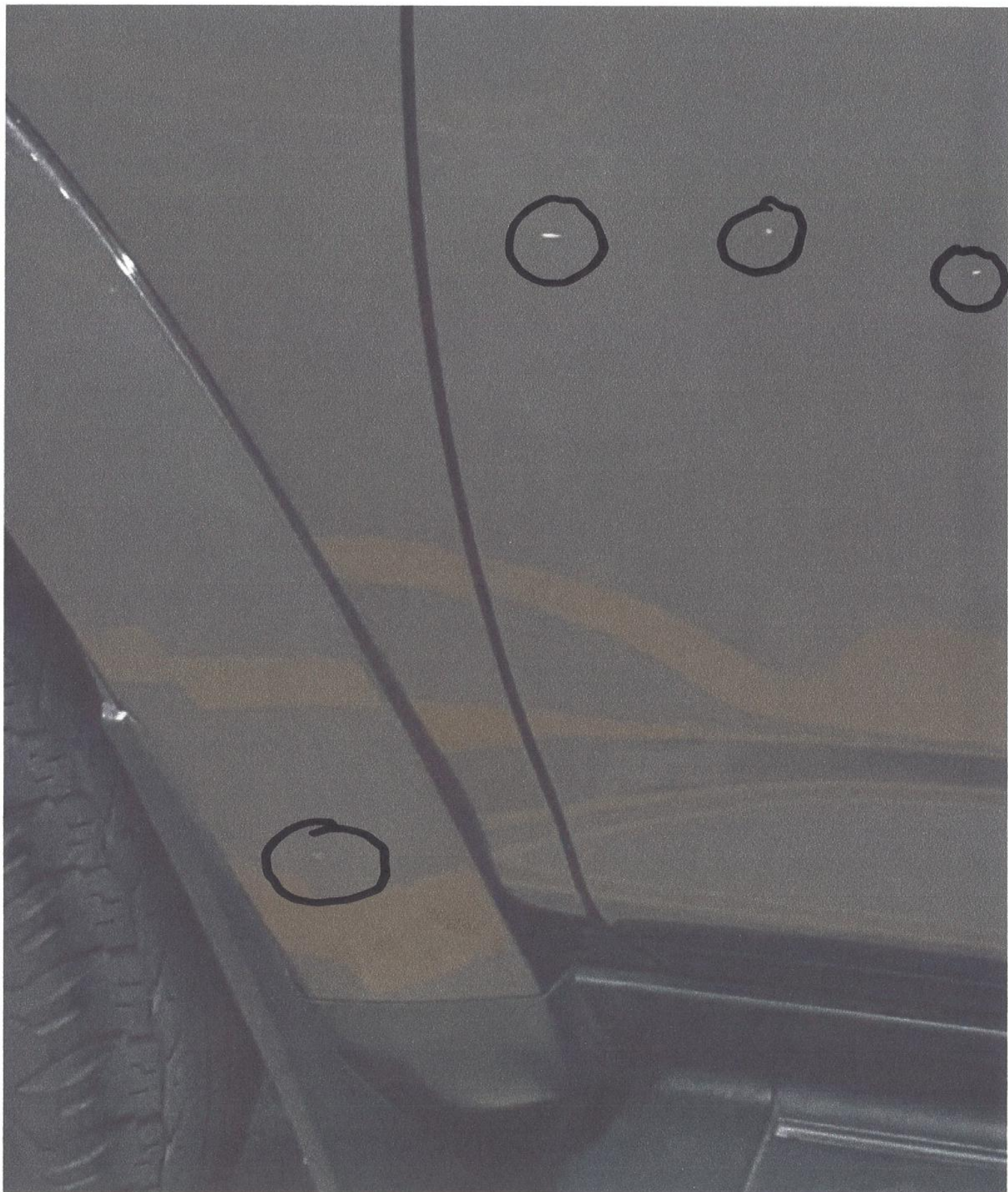
06/08/22

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





for J. F. 4/10
JORGE FAVELA



by J. Jula 5/10
DORGE FAVELA



Jorge Favela
JORGE FAVELA
6/10



Mr. J. Favela.
JORGE FAVELA

Estimate**RO Number:**Customer:
FAVELA, JORGEInsurance:
SELF PAYAdjuster:
Phone:
Claim:
Loss Date:
Deductible:Estimator: IGNACIO
Create Date: 6/8/2022

2017 TOYO 4Runner SR5 4D UTV 6-4.0L Gasoline Sequential MPI GRAY

VIN: JTEZU5JR2H5148120
License: 7WWT426
State: CAInterior Color:
Exterior Color: GRAY
Production Date: 12/2016Mileage In:
Mileage Out:
Condition:
Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		FRONT BUMPER						
2	E01	Remove/Install	R&I bumper cover				1.7	Body	
3	E01		FRONT LAMPS						
4	E01	Remove/Install	LT R&I headlamp assy				0.3	Body	
5	E01		FENDER						
6	E01	Blend	LT Fender (HSS)						1.1
7	E01	Remove/Install	LT Flare				0.6	Body	
8	E01	Repair	LT Flare				0.5	Body	1.1
9	E01		Add for Clear Coat						0.2
10	E01	Remove/Replace	LT Flare seal	1	1.12T	OEM			
11	E01	Remove/Replace	LT Flare retainer clip orange	5	18.70T	OEM			
12	E01	Remove/Replace	LT Flare retainer clip blue	5	6.75T	OEM			
13	E01		FRONT DOOR						
14	E01	Repair	LT Outer panel (HSS)				1.0	Body	2.3
15	E01		Add for Clear Coat						0.9
16	E01	Remove/Install	LT Belt molding black				0.3	Body	
17	E01	Remove/Install	LT R&I mirror				0.3	Body	
18	E01	Remove/Install	LT Handle, outside painted w/o smart key gray				0.4	Body	
19	E01	Remove/Install	LT R&I trim panel				0.5	Body	
20	E01	Sublet	Hazardous waste removal	1	5.00	Other			
21	E01	Remove/Replace	Cover car	1	5.00	Other	0.2	Body	
22	E01	Remove/Replace	Corrosion protection primer	1	10.00T	Other	0.2	Body	
23	E01		FLEX ADDITIVE	1	5.00T	Other			
24	E01		COLOR MATCH				0.5	Body	

Ignacio
JORGE FAVELA

Estimate

RO Number:

2017 TOYO 4Runner SR5 4D UTV 6-4.0L Gasoline Sequential MPI GRAY

25	E01		D&R BATTERY	0.1 Body
26	E01		VEHICLE DIAGNOSTICS	
27	E01	Repair	Pre-repair scan	0.5 Mech
28	E01	Repair	Post-repair scan	0.5 Body

Estimate Totals	Discount \$	Markup \$	Rate \$	Total Hours	Total \$
Parts					46.57
Sublet/Miscellaneous					5.00
Labor, Body			72.00	7.1	511.20
Labor, Refinish			72.00	5.6	403.20
Labor, Mechanical			160.00	0.5	80.00
Material, Paint			48.00	5.6	268.80
Material, Shop			6.00	2.5	15.00
Subtotal					1,329.77
Sales Tax					30.91
Grand Total					1,360.68
Net Total					1,360.68

Estimate Version	Total \$
Original	1,360.68

Insurance Total \$:	0.00
Received from Insurance \$:	0.00
Balance due from Insurance \$:	0.00
Customer Total \$:	1,360.68
Received from Customer \$:	0.00
Balance due from Customer \$:	1,360.68

Payments are in Insurance drafts, Visa or Mastercard or Cash No Personal Checks Please remove ALL personal items from your car. Bellwood Auto Body is not responsible for missing personal items from vehicles. We ask that you remove any items from your vehicle prior to repairs. Please be advised that Automobile batteries are designed to be charged on a daily basis and when the batteries age and are not charged on a daily basis they have a tendency to fail. Although not a direct cause of the accident Bellwood Auto Body can not be held responsible for batteries that will not recharge after the repair process. Your battery may have a specific manufacturers warranty that will cover such failure. **AUTHORIZATION FOR REPAIRS/TEAR DOWN** I hereby authorize an estimate and repairs to be done to the above mentioned vehicle, along with the necessary materials. I FURTHER AGREE THAT IF ANY OBLIGATION FOR SAID REPAIRS, PARTS, OR OTHER MATERIALS ARE NOT PAID WHEN DUE, OR SUIT IS BROUGHT FOR PAYMENT, I SHALL BE RESPONSIBLE FOR ALL REASONABLE COSTS OF COLLECTION INCLUDING ATTORNEY FEES, COURT COSTS, AND INTEREST AS PROVIDED BY LAW. You and your employees may operate the above mentioned vehicle for purposes of testing, inspection, or delivery at my risk. An express mechanics lien is acknowledged on the above mentioned vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle, in case of fire, theft, accident, or any other cause beyond your control. I FURTHER CERTIFY THAT I HAVE READ THE ENTIRETY OF THIS AGREEMENT AND THAT I UNDERSTAND EACH OF ITS PROVISIONS. By signing below, I authorize Bellwood Auto Body to do a teardown if necessary to write an estimate. I understand disassembly will prevent reassembly of vehicle to condition as received. My vehicle will not be reassembled if I choose not to authorize the services. Cost of teardown is \$2,000.00 which the customer is responsible for unless paid by the insurance company. A storage charge of \$150.00 per day will be charged for any vehicle not picked up after completion of repairs or not repaired at BWAB. All administrative charges are billed at a rate of \$250.00 hour. This includes but not limited to estimates written on vehicles that are not

Jorge Favela
JORGE FAVELA

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

9/10

Estimate

RO Number:

2017 TOYO 4Runner SR5 4D UTV 6-4.0L Gasoline Sequential MPI GRAY

repaired at BWAB. Please note all estimates are billed per hour with a 2 hr minimum charge. I also understand its my responsibility to notify any lien holder if required that my car has been in an accident and is being repaired at BWAB and that repairs exceed \$750.00 as required by law, also you may be required to disclose the expressed mechanics lien (Lien Sale) as required by law. This estimate is based on our inspection and does not cover additional parts or labor which may be required after the work has been started. After the work has been started worn or damaged parts which were not evident on the first inspection may be discovered. Additionally part prices may increase from the supplier and such increases will be the responsibility of the owner or responsible party. Naturally, this estimate cannot cover such contingencies. PRIVACY POLICY Bellwood Auto Body will never sell or share any personal or identifying information other than with your insurer, law enforcement or court ordered subpoena. POWER OF ATTORNEY I also hereby make and appoint you or your employees as my true lawful attorney for me and in my name, place, and stead to ask, demand, collect, sign for, and receive all such sums of money that are or shall be due, owing, payable, and belonging to me, related to the motor vehicle herein describe. This shall include full power of attorney and authority to sign my name to all checks, drafts, and/or negotiable instruments related to or arising from work done by you and your employee on the above vehicle.

Signed _____ Date _____

I Acknowledge notice and oral approval of an increase in the original estimated price.

(Customer Signature)

Vehicle Data Access: I authorize Bellwood Auto Body to perform an electronic diagnostic scan as part of the estimating process that may help with any necessary repairs.

(Customer's Signature)

"DESIGNATION OF PERSON TO AUTHORIZE ADDITIONAL WORK OR PARTS"

I hereby designate the individual named below to authorize any additional work not specified or parts not included in the original written estimated price for parts and labor:

Name of Designee: _____

Phone Number: _____

E-Mail Address: _____

Name of Customer: _____

Work Order No.: _____

Date: _____

(Customer's Signature)

BELLWOOD AUTO BODY TEXT MESSAGE CONSENT

We have now introduced text messaging into our forms of communication. If you consent to being updated via text, we will send you updates throughout your repair process. You will be able to reply with any questions or concerns you may have while your vehicle is in our care. All incoming messages will be handled by your Estimator and our CSR's. Because they will be handled as a team, we will be able to view and respond to your messages in a timelier manner. *Please Note Message & Data Rates May Apply*

If you authorize Bellwood Auto Body to update you via text message please provide the best cell phone number for you to be reached and sign below.

Cell Phone: _____

(Customer's Signature)

Jorge P. Favela
JORGE FAVELA

10/10

City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: June 21, 2022

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 89, for the period of May 22 through June 4, 2022, totaling \$4,655,614.54 and consisting of ratification of electronic payments totaling \$4,260,599.14 and ratification of the issuance of early checks totaling \$395,015.40.

Background:

Section 2.32.060 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. 89 covering claims and demands presented during the period of May 22 through June 4, 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. 89, totals \$4,655,614.54. 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. 89.

Attachments:

1. [Operating Account Warrant Register No. 89](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 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

Scott Williams
Director of Finance / City Treasurer

Date: 6/14/2022

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. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002468 - DEPARTMENT OF WATER & POWER	055.9200.500170	\$ 21,870.00	Electric Energy Transactions	GA201560				
	055.9200.500260	\$ 575.00	Electric Energy Transactions	GA201560		05/24/2022	12996	\$ 22,445.00
006899 - G2 INTEGRATED SOLUTIONS, LLC	055.9000.595200	\$ 3,787.88	Natural Gas Compliance Services	112938		05/24/2022	12997	\$ 3,787.88
003606 - INSIGHT PUBLIC SECTOR, INC	011.9019.520010	\$ 5,100.00	SharePoint Storage~	1100927430	011.0015169	05/24/2022	12998	\$ 5,100.00
005034 - KRONOS INCORPORATED	011.9019.860000	\$ 0.20	Workforce Central Software	11891739				
	011.9019.860000	\$ 90.00	Workforce Central Software	11906139		05/24/2022	12999	\$ 90.20
004882 - NEOGOV	011.9019.590110	\$ 17,400.56	Onboard & Perform Subscription~	INV26130				
	011.9019.590110	\$ 9,924.27	Governmentjobs & Insight Subscription~	INV26713		05/24/2022	13000	\$ 27,324.83
000059 - SO CAL EDISON	055.9200.500170	\$ 24,669.00	Laguna Bell 05/22	7501388081				
	055.9200.500170	\$ 187,200.00	Mead Laguna Bell 05/22	7501388082				
	055.9200.500170	\$ 79,200.00	Victorville Lugo Vernon 05/22	7501388117		05/24/2022	13001	\$ 291,069.00
001581 - THE GAS COMPANY	055.9200.550022	\$ 153,562.52	Reservation & Transmission Charges~	051022		05/24/2022	13002	\$ 153,562.52
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 1,325.00	Traffic Signal Maintenance	15568				
	011.1043.590000	\$ 3,696.00	Traffic Signal Maintenance	15569		05/25/2022	13003	\$ 5,021.00
005506 - BEST BEST & KRIEGER, LLP	011.1024.593200	\$ 489.45	Re: 5122 S. Atlantic Boulevard	932062				
	011.1024.593200	\$ 1,172.95	Re: 5122 S. Atlantic Boulevard	934462		05/25/2022	13004	\$ 1,662.40

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 36,638.76	Potable & Recycled Water	VERAPR22		05/25/2022	13005	\$ 36,638.76
005490 - CINTAS CORPORATION	011.1047.540000	\$ 269.49	Uniforms	4119927737		05/25/2022	13006	\$ 269.49
005388 - CONOCOPHILLIPS COMPANY	055.9200.500160	\$ 97,685.00	Natural Gas 04/22	177069		05/25/2022	13007	\$ 97,685.00
006687 - NDS	011.1004.520000	\$ 280.35	Postage Replenishment	801102		05/25/2022	13008	\$ 280.35
007077 - TRACEPOINT, LLC	011.9019.590110	\$ 10,000.00	Digital Forensics & Incident Reporting	TIN220106BC1		05/25/2022	13009	\$ 10,000.00
000947 - DAILY JOURNAL CORPORATION	055.9000.550000	\$ 155.00	Publication Services	B3587540		05/26/2022	13010	\$ 155.00
005344 - SANDRA DOLSON	011.1003.596300	\$ 18.95	Mail Collection Mileage~	051022		05/26/2022	13011	\$ 18.95
005155 - STEVEN FROBERG	011.1021.596200	\$ 100.00	Attendance Stipend~	051822		05/26/2022	13012	\$ 100.00
006755 - MARTIN GUTIERREZ	011.110021	\$ 2,925.49	Employee Computer Loan	052322		05/26/2022	13013	\$ 2,925.49
006198 - JRM	055.9000.596200	\$ 12,272.00	Security Services~	6543		05/26/2022	13014	\$ 84,796.00
	055.8100.596200	\$ 72,524.00	Security Services~	6544				
000839 - MEASUREMENT CONTROL SYSTEMS, I	056.5600.520000	\$ 457.31	Electrical Supplies~	226540	056.0000643	05/26/2022	13015	\$ 2,098.44
	056.5600.520000	\$ 465.98	Electrical Supplies~	226666	056.0000643			
	056.5600.520000	\$ 1,175.15	Electrical Supplies~	228393	056.0000643			

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003280 - SMITH POWERHOUSE, INC	011.1046.840000	\$ 11,835.88	Generator & A/C Unit~	17380	011.0015236			
	011.1046.840000	\$ 11,100.00	Labor~	17380	011.0015236			
	011.1046.840000	\$ 1,213.18	Sales Tax 10.25	17380				
						05/26/2022	13016	\$ 24,149.06
002412 - CALIFORNIA ISO	055.9200.500150	\$ 1,116,705.84	Initial Charges 05/22	202205243155298 058				
	055.9200.500170	\$ 9,851.04	Initial Charges 05/22	202205243155298 058				
	055.9200.500190	\$ 18,999.53	Initial Charges 05/22	202205243155298 058				
	055.9200.500210	\$ 8,754.02	Initial Charges 05/22	202205243155298 058				
	055.9200.500150	\$ 508.67	Recalculation Charges 02/22	202205243155298 058				
	055.9200.500170	\$ 193.61	Recalculation Charges 02/22	202205243155298 058				
	055.9200.500190	\$ -557.07	Recalculation Charges 02/22	202205243155298 058				
						05/27/2022	13017	\$ 1,154,455.64

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	020.1084.900000	\$ 139.96	Plumbing and building hardware~	119952	011.0014891			
	020.1084.900000	\$ 200.39	Plumbing and building hardware~	119971	011.0014891			
	020.1084.900000	\$ 144.49	Plumbing and building hardware~	119988	011.0014891			
	020.1084.900000	\$ 38.88	Plumbing and building hardware~	120068	011.0014891			
	020.1084.900000	\$ 36.88	Plumbing and building hardware~	120084	011.0014891			
	020.1084.900000	\$ 68.09	Plumbing and building hardware~	120112	011.0014891			
	020.1084.900000	\$ 294.05	Plumbing and building hardware~	120134	011.0014891			
	020.1084.900000	\$ 17.50	Plumbing and building hardware~	120157	011.0014891			
	020.1084.900000	\$ 35.02	Plumbing and building hardware~	120260	011.0014891			
	020.1084.900000	\$ 26.23	Plumbing and building hardware~	120345	011.0014891			
	020.1084.900000	\$ 41.58	Plumbing and building hardware~	120428	011.0014891			
	020.1084.900000	\$ 51.43	Plumbing and building hardware~	120650	011.0014891			
	020.1084.900000	\$ 35.42	Plumbing and building hardware~	120661	011.0014891			
	020.1084.900000	\$ 39.90	Plumbing and building hardware~	120748	011.0014891			
	020.1084.900000	\$ 154.43	Plumbing and building hardware~	120847	011.0014891			
	020.1084.520000	\$ 153.29	Plumbing and building hardware~	120848	011.0014891			
	020.1084.900000	\$ 218.95	Plumbing and building hardware~	120885	011.0014891			
	020.1084.900000	\$ 322.67	Plumbing and building hardware~	120886	011.0014891			
	020.1084.900000	\$ 59.08	Plumbing and building hardware~	120985	011.0014891			
	020.1084.900000	\$ -114.92	Plumbing and building hardware~	413895	011.0014891			
						05/27/2022	13018	\$ 1,963.32
000839 - MEASUREMENT CONTROL SYSTEMS, I	056.5600.590000	\$ 1,145.23	Calibration Services	226499				
						05/27/2022	13019	\$ 1,145.23
002459 - PORT CANAVERAL PWR CONSULTANTS	055.9000.596200	\$ 2,990.00	Consultation & Support Services	VERNPVHAPRIL202 2				
						05/27/2022	13020	\$ 2,990.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001158 - SOUTH COAST AQMD	020.1084.596200	\$ 144.51	Annual Renewal Fees	3810367				
	020.1084.596200	\$ 440.15	Annual Renewal Fees	3956572				
	020.1084.596200	\$ 149.72	Emissions Fees	3958844				
						05/25/2022	13021	\$ 734.38
001552 - HOME DEPOT CREDIT SERVICES	011.1043.520000	\$ 2,662.21	Small Tools & Plumbing Hardware~	052522	011.0014991			
	011.1048.520000	\$ 1,622.80	Small Tools & Plumbing Hardware~	052522	011.0014991			
	011.1049.520000	\$ 996.11	Small Tools & Plumbing Hardware~	052522	011.0014991			
						05/25/2022	13022	\$ 5,281.12
006890 - ALLIANT INSURANCE SERVICES, IN	011.1026.594200	\$ 18,500.01	Brokerage & Consulting Services	1843781				
						06/01/2022	13023	\$ 18,500.01
005490 - CINTAS CORPORATION	011.1047.540000	\$ 250.53	Uniforms	4120613682				
						06/01/2022	13024	\$ 250.53
002808 - DEUTSCHE BANK TRUST CO.	056.5610.596710	\$ 956,350.00	WCI Auction	052622				
						06/01/2022	13025	\$ 956,350.00
003999 - MIGUEL HERNANDEZ JR	011.1031.596500	\$ 22.00	Firearms / Tactical Rifle Adv	050222				
						06/01/2022	13026	\$ 22.00
006661 - MACIEL, CYNTHIA	011.1031.596500	\$ 28.78	Firearms / Tactical Rifle Training Adv	051922				
						06/01/2022	13027	\$ 28.78

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001150 - MCMASTER-CARR SUPPLY COMPANY	055.9100.520000	\$ 490.32	Hardware Supplies~	75780969	055.0002929			
	055.9100.520000	\$ 192.69	Hardware Supplies~	76360752	055.0002929			
	055.9100.520000	\$ 113.90	Hardware Supplies~	76374783	055.0002929			
	055.9100.520000	\$ 123.13	Hardware Supplies~	76751282	055.0002929			
	055.9100.520000	\$ 795.99	Hardware Supplies~	77152588	055.0002929			
	055.9100.520000	\$ 196.91	Hardware Supplies~	77376559	055.0002929			
	055.9100.520000	\$ 291.93	Hardware Supplies~	77385397	055.0002929			
	055.9100.520000	\$ 144.57	Hardware Supplies~	77703732	055.0002929			
						06/01/2022	13028	\$ 2,349.44
000074 - RAMOS, JOSE	011.1031.596500	\$ 21.65	Firearms / Tactical Rifle Adv	050222		06/01/2022	13029	\$ 21.65
000318 - STEVENSON JR, KENT	011.1031.596500	\$ 26.91	Firearms / Tactical Rifle Adv	050222		06/01/2022	13030	\$ 26.91
000403 - VELASQUEZ, RICHARD	011.1031.540000	\$ 1,500.00	Reserve Officer Stipend 01/22 - 05/22	052622		06/01/2022	13031	\$ 1,500.00
001695 - VULCAN MATERIALS CO	056.5600.520000	\$ 958.87	Paving Materials~	73236567	056.0000658			
	020.1084.520000	\$ 346.57	Paving Materials~	73263497	011.0014912			
	020.1084.520000	\$ 452.42	Paving Materials~	73288884	011.0014912			
						06/01/2022	13032	\$ 1,757.86
001370 - CLAUDIA ARELLANO	056.5600.596500	\$ 1,408.55	DOT Gas Compliance Workshop	051822		06/02/2022	13033	\$ 1,408.55
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,303.75	TPA Fees 06/22	IVC28322		06/02/2022	13034	\$ 6,303.75
006441 - GOVINVEST, INC	011.1004.596200	\$ 3,140.28	Pension, OPEB & Bond Debt Modeling	20223596				
	011.121000	\$ 29,159.72	Pension, OPEB & Bond Debt Modeling	20223596				
						06/02/2022	13035	\$ 32,300.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$ 44,730.60	Env Compliance Support Services	D3404500021		06/02/2022	13036	\$ 44,730.60
005108 - JEMMOTT ROLLINS GROUP, INC	011.1021.596200	\$ 8,100.00	Professional Services~	JUN22		06/02/2022	13037	\$ 8,100.00
006746 - VERONICA PETROSYAN	011.1060.520000	\$ 77.22	Reimb. Meals Annual Electric Waste	052422		06/02/2022	13038	\$ 77.22
005925 - SHI INTERNATIONAL CORP	011.9019.590110	\$ 9,952.29	1 Tenable.sc - Subscription~	B15277142	011.0015243	06/02/2022	13039	\$ 9,952.31
	011.9019.590110	\$ 0.01	2 Tenable.sc - Subscription license - 1	B15277142	011.0015243			
	011.9019.590110	\$ 0.01	3 Tenable.sc Agents On Premise for	B15277142	011.0015243			
003775 - SILVA'S PRINTING NETWORK	011.1001.520000	\$ 79.00	Business Cards - Leticia Lopez	27448	011.0015244	06/02/2022	13040	\$ 435.49
	011.1001.520000	\$ 79.00	Business Cards - Crystal Larios	27448	011.0015244			
	011.1002.520000	\$ 79.00	Business Cards - Carlos R. Fandino, Jr.	27448	011.0015244			
	011.1002.520000	\$ 79.00	Business Cards - Brittany Rodriguez	27448	011.0015244			
	011.9019.520000	\$ 79.00	Business Cards - Dominick De Alba	27448	011.0015244			
	011.1001.520000	\$ 16.20	Sales Tax 10.25	27448				
	011.1002.520000	\$ 16.20	Sales Tax 10.25	27448				
	011.9019.520000	\$ 8.09	Sales Tax 10.25	27448				
003601 - CALIFORNIA, INC. UNITED SITE S	055.8100.596200	\$ 266.76	Portable Restroom Service~	11413085487		06/02/2022	13041	\$ 266.76
002075 - WEIDMANN ELECTRICAL TECHNOLOGY	055.8000.590000	\$ 90.00	Oil Samples	5900345985		06/02/2022	13042	\$ 90.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002412 - CALIFORNIA ISO	055.9200.500150	\$ 1,677.87	Recalculation Charges 02/22	202205313155415				
				147				
	055.9200.500170	\$ 1,168.99	Recalculation Charges 02/22	202205313155415				
				147				
	055.9200.500190	\$ -800.14	Recalculation Charges 02/22	202205313155415				
				147				
	055.9200.500150	\$ 1,143,350.57	Initial Charges 05/22	202205313155415				
				147				
	055.9200.500170	\$ 8,133.39	Initial Charges 05/22	202205313155415				
				147				
	055.9200.500190	\$ 17,938.93	Initial Charges 05/22	202205313155415				
				147				
	055.9200.500210	\$ 7,628.68	Initial Charges 05/22	202205313155415				
				147				
	055.9200.500150	\$ 44.01	Initial Charges 05/22	202205313155415				
				166				
						06/03/2022	13044	\$ 1,179,142.30
000947 - DAILY JOURNAL CORPORATION	011.1003.550000	\$ 260.00	Publication Services	B3589563				
	011.1003.550000	\$ 215.00	Publication Services	B3589565				
						06/03/2022	13045	\$ 475.00
006887 - FLORES, TERESA	011.1031.596500	\$ 30.54	Firearms / Tactical Rifle Adv	053022				
						06/03/2022	13046	\$ 30.54
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$ 90.00	Physical Gas	0522001688006				
	055.9200.596200	\$ 1,160.00	OTC Commission Adjustment	0522001688088				
						06/03/2022	13047	\$ 1,250.00
002169 - KONECRANES, INC	055.9190.590000	\$ 2,380.00	Quarterly Inspection 02/22	154659556				
						06/03/2022	13048	\$ 2,380.00
005034 - KRONOS INCORPORATED	011.9019.590110	\$ 930.74	Software Usage Fees	11899264				
						06/03/2022	13049	\$ 930.74

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000804 - LB JOHNSON HARDWARE CO #1	055.8000.590000	\$ 27.51	Small Tools, Plumbing & Building	119867	055.0002903			
	055.8400.520000	\$ 197.08	Small Tools, Plumbing & Building	120133	055.0002903			
	055.8400.520000	\$ 44.74	Small Tools, Plumbing & Building	120317	055.0002903			
	055.8400.590000	\$ 15.60	Small Tools, Plumbing & Building	120651	055.0002903			
	055.8200.520000	\$ 145.01	Small Tools, Plumbing & Building	120709	055.0002903			
	055.8400.590000	\$ 295.62	Small Tools, Plumbing & Building	120852	055.0002903			
						06/03/2022	13050	\$ 725.56
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 4,442.21	Internet Access Services	292259983				
						06/03/2022	13051	\$ 4,442.21
006422 - MARIPOSA LANDSCAPES, INC	011.1049.900000	\$ 46,961.35	City Hall North Planter Box	97965				
						06/03/2022	13052	\$ 46,961.35
003584 - WILLIAMS DATA MANAGEMENT	011.1003.596200	\$ 375.00	Storage Services	581221				
	011.1003.596200	\$ 1,385.05	Storage Services	581724				
						06/03/2022	13053	\$ 1,760.05
001158 - SOUTH COAST AQMD	020.1084.596200	\$ 880.30	Annual Renewal Fees	3972277				
	020.1084.596200	\$ 142.59	Emissions Fees	3975055				
	020.1084.596200	\$ 143.88	Annual Renewal Fees	3988330				
	020.1084.596200	\$ 143.88	Annual Renewal	3988666				
	020.1084.596200	\$ 143.88	Annual Renewal	3988667				
						05/31/2022	13054	\$ 1,454.53
002190 - OFFICE DEPOT	011.1003.520000	\$ 83.99	Office Supplies	239614701001				
						06/01/2022	13055	\$ 83.99
000059 - SO CAL EDISON	055.9200.560010	\$ 556.68	Period: 04/22	050222(2)				
						06/01/2022	13056	\$ 556.68
001581 - THE GAS COMPANY	056.5600.560000	\$ 31.82	Period: 03/15/22 - 04/13/22	041522				
						06/01/2022	13057	\$ 31.82

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
000059 - SO CAL EDISON	011.1049.560000	\$ 102.10	Period: 04/14/22 - 05/15/22	051622		06/03/2022	13058	\$ 102.10
001581 - THE GAS COMPANY	011.1049.560000	\$ 36.19	Period: 04/12/22 - 05/11/22	051322				
	011.1033.560000	\$ 15.16	Period: 04/12/22 - 05/11/22	051322(2)		06/03/2022	13059	\$ 51.35
TOTAL ELECTRONIC								\$ 4,260,599.14

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006308 - ANAYA SERVICE CENTER	011.1046.520000	\$ 45.07	Parts, Fluids & Silicone	36430	011.0015197			
	011.1046.590000	\$ 416.00	Labor to Install New Oil Pan	36430	011.0015197			
	011.1046.520000	\$ 4.62	Sales Tax 10.25	36430				
						05/26/2022	609235	\$ 465.69
001948 - AT&T	011.9019.560010	\$ 2,436.34	Period: 02/20/22 - 03/19/22	032022(2)				
	011.9019.560010	\$ 1,994.14	Period: 10/20/21 - 11/19/21	112021(2)				
						05/26/2022	609236	\$ 4,430.48
001948 - AT&T	011.9019.590110	\$ 1,962.40	Period: 02/19/22 - 03/18/22	1922319602				
	011.9019.590110	\$ 1,962.40	Period: 04/19/22 - 05/18/22	5016589600				
	055.9200.560010	\$ 152.00	Period: 02/19/22 - 03/18/22	7126229605				
						05/26/2022	609237	\$ 4,076.80
001948 - AT&T	011.9019.560010	\$ 22.82	Period: 03/15/22 - 04/14/22	18060286				
						05/26/2022	609238	\$ 22.82
006054 - BEARCOM	011.9019.520010	\$ 235.00	Maintenance & Repair	5350320				
						05/26/2022	609239	\$ 235.00
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 374.00	Re: Rodriguez, Teresa v. City of	283572				
						05/26/2022	609240	\$ 374.00
001783 - CAL MUNICIPAL UTILITIES ASSOC	020.1084.550000	\$ 500.00	Water Mural Project	200316				
						05/26/2022	609241	\$ 500.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
005595 - COASTLINE EQUIPMENT	011.1046.520000	\$ 54.37	Belt~	909654	011.0015192			
	011.1046.520000	\$ 24.82	Freight	909654	011.0015192			
	011.1046.520000	\$ 97.27	Fuel Pump~	909654	011.0015192			
	011.1046.520000	\$ 11.92	Sealing Washer~	909654	011.0015192			
	011.1046.520000	\$ 17.24	Kit~	909654	011.0015192			
	011.1046.520000	\$ 26.36	Filter Element~	909654	011.0015192			
	011.1046.520000	\$ 13.30	Sealing Washer~	909654	011.0015192			
	011.1046.520000	\$ 5.96	Sealing Washer~	909654	011.0015192			
	011.1046.520000	\$ 111.51	Kit~	909654	011.0015192			
	011.1046.590000	\$ 96.00	Environmental Fee	909654	011.0015192			
	011.1046.520000	\$ 3,011.82	Labor	909654	011.0015192			
	011.1046.590000	\$ -131.82	Rebate Inspection Fee	909654	011.0015192			
	011.1046.520000	\$ 37.19	Sales Tax 10.25	909654				
						05/26/2022	609242	\$ 3,375.94
001336 - CURRENT WHOLESALE ELECTRIC SUP	020.1084.900000	\$ 517.37	Electrical & Hardware Supplies~	272275	011.0014875			
	020.1084.900000	\$ 1,539.93	Electrical & Hardware Supplies~	272276	011.0014875			
	020.1084.900000	\$ 27.83	Electrical & Hardware Supplies~	272277	011.0014875			
	020.1084.900000	\$ 126.63	Electrical & Hardware Supplies~	272493	011.0014875			
	020.1084.900000	\$ 867.45	Electrical & Hardware Supplies~	272801	011.0014875			
	020.1084.900000	\$ 2,066.80	Electrical & Hardware Supplies~	272802	011.0014875			
	020.1084.900000	\$ 787.65	Electrical & Hardware Supplies~	272803	011.0014875			
						05/26/2022	609243	\$ 5,933.66
006717 - RONIT DAHAN-EDRY	011.1021.596200	\$ 100.00	Attendance Stipend~	051822		05/26/2022	609244	\$ 100.00
002468 - LA DEPARTMENT OF WATER & POWER	055.9100.900000	\$ 2,000.00	Security Deposit for Gateway Arch	052422		05/26/2022	609245	\$ 2,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000620 - DEPT OF TOXIC SUBSTANCES CTRL	011.1060.595200	\$ 9,147.48	Former Thermador Site Cleanup	21SM3539		05/26/2022	609246	\$ 9,147.48
000159 - FRED PRYOR SEMINARS & CAREERTR	055.9000.596700	\$ 716.00	Pryor + Renewal (May 2022)~	290335	055.0002958			
	011.121000	\$ 3,580.00	Pryor + Renewal (May 2022)~	290335	055.0002958	05/26/2022	609247	\$ 4,296.00
004143 - INTERWEST CONSULTING GROUP	011.1041.595200	\$ 4,366.77	Building & Safety Plan Review~	78244		05/26/2022	609248	\$ 4,366.77
003122 - J&H AUTO BODY	011.1046.520000	\$ 296.50	Parts	17729	011.0015195			
	011.1046.520000	\$ 153.00	Paint & Material	17729	011.0015195			
	011.1046.590000	\$ 207.00	Paint Labor	17729	011.0015195			
	011.1046.590000	\$ 299.00	Body Labor	17729	011.0015195			
	011.1046.520000	\$ 46.07	Sales Tax 10.25	17729		05/26/2022	609249	\$ 1,001.57
006028 - JANINE K JENSEN, M.D.	011.1026.502031	\$ 10.00	Medical Services / V. Malkenhorst	040222		05/26/2022	609250	\$ 10.00
004122 - KIMBALL MIDWEST	011.1046.520000	\$ 1,671.02	Parts~	9867344	011.0015194			
	011.1046.520000	\$ 171.28	Sales Tax 10.25	9867344		05/26/2022	609251	\$ 1,842.30
001792 - LA COUNTY ASSESSOR OFFICE	011.9019.590110	\$ 50.00	SBF Abstract	22ASRE181		05/26/2022	609252	\$ 50.00
000813 - BRUCE V MALKENHORST, SR	011.1026.502031	\$ 3,551.57	RX & Copay Reimbursements	051822		05/26/2022	609253	\$ 3,551.57

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006520 - MATHESON TRI-GAS, INC	055.9190.520000	\$ 4,513.34	Welding Supplies~	25625437	055.0002931			
	055.9190.520000	\$ 448.07	Welding Supplies~	771037884	055.0002931			
	055.9190.520000	\$ 444.97	Welding Supplies~	771040839	055.0002931			
						05/26/2022	609254	\$ 5,406.38
006520 - MATHESON TRI-GAS, INC	055.9190.520000	\$ 323.03	Welding Supplies~	25544897	055.0002931			
						05/26/2022	609255	\$ 323.03
005516 - MEMORIALCARE MEDICAL FOUNDATIO	011.1026.502031	\$ 20.00	Medical Services / B. Malkenhorst	032322				
						05/26/2022	609256	\$ 20.00
007335 - MOBILE MODULAR PORTABLE STORAG	055.9190.500230	\$ 2,385.73	Mobile Office Rental~	300734414				
						05/26/2022	609257	\$ 2,385.73
003106 - OCEAN BLUE ENVIRONMENTAL SERVI	011.1060.595200	\$ 7,569.00	Emergency Area Cleanup	36202				
	011.1060.595200	\$ 4,557.54	Emergency Area Cleanup	36222				
	011.1043.596200	\$ 5,300.00	Area Cleanup	36591R				
						05/26/2022	609258	\$ 17,426.54
007254 - ONYX PAVING COMPANY, INC	011.1043.900000	\$ 5,277.65	Progress Payment# 3	21008RET				
						05/26/2022	609259	\$ 5,277.65
004111 - PACIFIC COMMERCIAL TRUCK BODY,	011.1046.520000	\$ 380.00	Trailer Hitch~	28182	011.0015200			
	011.1046.590000	\$ 190.00	Labor	28182	011.0015200			
	011.1046.520000	\$ 38.95	Sales Tax 10.25	28182				
						05/26/2022	609260	\$ 608.95
007298 - YONNIE PARKER	011.1003.596300	\$ 35.45	Mail Collection Mileage~	051022				
						05/26/2022	609261	\$ 35.45
001931 - REGISTRAR-RECORDER/COU NTY CLK	011.1003.596300	\$ 360.68	Election Services	223002				
						05/26/2022	609262	\$ 360.68

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007380 - ROSENDO SOLIS	011.199999	\$ 4,171.70	Refund Plan Check Fee B-2022-5346	Ref000240607		05/26/2022	609263	\$ 4,171.70
006671 - SCHEINES DENTAL CORPORATION	011.1026.502031	\$ 367.50	Medical Services / V. Malkenhorst	040122		05/26/2022	609264	\$ 367.50
006438 - STREAM KIM HICKS WRAGE & ALFAR	011.1024.593200	\$ 344.50	Re: Jerry Chavez v. City of Vernon~	22573		05/26/2022	609265	\$ 344.50
001371 - SUREFIRE, LLC	011.1031.520000	\$ 230.50	Remote Grip Switch	2523713		05/26/2022	609266	\$ 230.50
006464 - T&N PROMOTIONS PLUS	055.9000.550000	\$ 626.00	4GB Swivel USB Flash Drive Stick~	031622	055.0002947	05/26/2022	609267	\$ 995.54
	055.9000.550000	\$ 174.00	10" Folding Flyer With Pouch~	031622	055.0002947			
	055.9000.550000	\$ 50.00	Additional charges for 10" Folding	031622	055.0002947			
	055.9000.550000	\$ 63.54	Freight	031622	055.0002947			
	055.9000.550000	\$ 82.00	Sales Tax 10.25	031622				
007275 - TOTAL-WESTERN, INC	055.9190.500230	\$ 851.95	Hp Evaporator Drain Line Repair Weld	345042		05/26/2022	609268	\$ 2,491.50
	055.9190.500230	\$ 851.95	Hp Steam Drum Piping Replacement	345086				
	055.9190.500230	\$ 787.60	LP Steam Drum Piping Replacement	345108				
006942 - MARIA VELASQUEZ	011.1060.596700	\$ 83.68	Expense Reimbursement	052322		05/26/2022	609269	\$ 83.68
001481 - VERIZON WIRELESS	011.9019.560010	\$ 900.74	Period: 02/11/22 - 03/10/22	9901486251		05/26/2022	609270	\$ 1,835.08
	055.9000.560010	\$ 934.34	Period: 02/24/22 - 03/23/22	9902631402				
001481 - VERIZON BUSINESS SERVICES	011.9019.560010	\$ 579.31	Period: 02//22	72146168		05/26/2022	609271	\$ 1,156.30
	011.9019.560010	\$ 576.99	Period: 03//22	72178520				

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001628 - WECK LABORATORIES, INC	020.1084.900000	\$ 265.00	Water Quality Testing & Reporting	W2E1356COVERN ON		05/26/2022	609272	\$ 265.00
000317 - WEST COAST ARBORISTS, INC	011.1043.590000	\$ 56,771.00	Urban Forest Management Services	183544		05/26/2022	609273	\$ 56,771.00
000743 - XEROX FINANCIAL SERVICES, LLC	011.9019.590110	\$ 2,333.24	Lease Payment~	3183040		05/26/2022	609274	\$ 2,333.24
007223 - MICHELLE YBARRA	011.1021.596200	\$ 100.00	Attendance Stipend~	051822		05/26/2022	609275	\$ 100.00
004026 - AIRWAVE COMMUNICATIONS ENTERPR	011.1046.520000	\$ 358.02	Fascia Light~	13507	011.0015190			
	011.1046.520000	\$ 62.50	Ignition Delay Module 30 Minutes to 8	13507	011.0015190			
	011.1046.520000	\$ 31.25	75 Amp Heavy Duty Relay	13507	011.0015190			
	011.1046.520000	\$ 27.35	50A CB HI Amp man SP VLT SFC	13507	011.0015190			
	011.1046.520000	\$ 81.25	Misc. loom brackets and wires	13507	011.0015190			
	011.1046.520000	\$ 1,339.00	Labor to install all lights	13507	011.0015190			
	011.1046.520000	\$ 56.04	Sales Tax 10.00	13507		06/02/2022	609276	\$ 1,955.41
007276 - ALLIED UNIVERSAL JANITORIAL SE	011.1049.590000	\$ 1,719.14	Janitorial Day Porter Service 01/22	12271544				
	011.1049.590000	\$ 4,512.74	Janitorial Day Porter Service 02/22	12311758				
	011.1049.590000	\$ 4,512.74	Janitorial Day Porter Service 03/22	12425699				
	011.1049.590000	\$ 4,512.74	Janitorial Day Porter Service 04/22	12584169				
	011.1049.590000	\$ 10,656.18	Janitorial Services 05/22	12687762				
	011.1049.590000	\$ 4,512.74	Janitorial Day Porter Service 05/22	12687763		06/02/2022	609277	\$ 30,426.28
005088 - ARELLANO, BELINDA	011.1031.596500	\$ 23.85	Terrorism Awareness	051222				
	011.1031.596700	\$ 25.00	Terrorism Awareness	051222		06/02/2022	609278	\$ 48.85

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
001948 - AT&T	055.9190.560010	\$ 3,484.82	Broadband Services to Bring Account to	8572710701		06/02/2022	609279	\$ 3,484.82
001948 - AT&T	011.9019.560010	\$ 2,020.05	Period: 12/20/21 - 01/19/22	012022(2)				
	011.9019.560010	\$ 2,287.84	Period: 01/20/22 - 02/19/22	022022(2)				
	011.9019.560010	\$ 2,436.29	Period: 03/20/22 - 04/19/22	042022				
	011.9019.560010	\$ 1,994.14	Period: 11/20/21 - 12/19/21	122021(2)		06/02/2022	609280	\$ 8,738.32
004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ 893.81	Vehicle Batteries~	7642926	011.0014856			
	011.1046.520000	\$ 140.93	Vehicle Batteries~	7661177	011.0014856	06/02/2022	609281	\$ 1,034.74
001783 - CAL MUNICIPAL UTILITIES ASSOC	055.9000.596550	\$ 92,129.00	Annual Dues FY 2022-2023	200358		06/02/2022	609282	\$ 92,129.00
006964 - CALTIME METALS, INC	020.1084.900000	\$ 7,280.00	Diamond Plate ~	161889	011.0015219			
	020.1084.900000	\$ 746.20	Sales Tax 10.25	161889		06/02/2022	609283	\$ 8,026.20
004163 - CENTRAL FORD	011.1046.520000	\$ 251.11	Auto Parts~	389694	011.0014859			
	011.1046.520000	\$ 177.83	Auto Parts~	389820	011.0014859			
	011.1046.520000	\$ -141.17	Auto Parts~	389822	011.0014859	06/02/2022	609284	\$ 287.77
006972 - CLIFTONLARSONALLEN, LLP	011.1004.595200	\$ 35,560.00	Auditing Services	3197744		06/02/2022	609285	\$ 35,560.00
007145 - DUNCAN WEINBERG GENZER	055.9000.596200	\$ 336.00	Professional Services~	36978LSG				
	055.9000.596200	\$ 5,388.00	Professional Services~	36979LSG				
	056.5600.593200	\$ 3,705.00	Professional Services~	36980LSG		06/02/2022	609286	\$ 9,429.00
005967 - ESCI, INC	055.9000.596700	\$ 875.00	Professional Services	12758		06/02/2022	609287	\$ 875.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006696 - FACTORY MOTOR PARTS	011.1046.520000	\$ 607.58	Auto Parts~	109769171	011.0014862	06/02/2022	609288	\$ 3,604.83
	011.1046.520000	\$ 2,997.25	Auto Parts~	124644717	011.0014862			
000997 - FORD OF MONTEBELLO	011.1046.520000	\$ 148.52	Motor Mount~	493095	011.0015201	06/02/2022	609289	\$ 163.74
	011.1046.520000	\$ 15.22	Sales Tax 10.25	493095				
000399 - GARVEY EQUIPMENT COMPANY	011.1046.520000	\$ 208.26	Auto Parts & Accessories~	145615	011.0014858	06/02/2022	609290	\$ 208.26
006077 - GLADWELL GOVERNMENTAL SERVICES	011.1003.596200	\$ 500.00	Records Retention Legal Review	4733		06/02/2022	609291	\$ 500.00
001346 - HAAKER EQUIPMENT COMPANY	011.1046.520000	\$ 333.90	Side Brooms~	C80244	011.0015198	06/02/2022	609292	\$ 724.62
	011.1046.520000	\$ 255.71	Main Broom~	C80244	011.0015198			
	011.1046.520000	\$ 79.00	Freight	C80244	011.0015198			
	011.1046.520000	\$ 56.01	Sales Tax 9.5%	C80244				
002887 - HARRINGTON INDUSTRIAL PLASTICS	020.1084.900000	\$ 71.00	Tubing~	1Y9803	011.0015216	06/02/2022	609293	\$ 3,476.42
	020.1084.900000	\$ 38.15	Freight	1Y9803	011.0015216			
	020.1084.900000	\$ 7.28	Sales Tax 10.25	1Y9803				
	020.1084.900000	\$ 3,047.60	Metering Pump~	1Z0104	011.0015216			
	020.1084.500140	\$ 312.39	Sales Tax 10.25	1Z0104				
007383 - ALEJANDRO HERNANDEZ	011.1021.797000	\$ 4,000.00	VCF Scholarship Grant Award	052622		06/02/2022	609294	\$ 4,000.00
000686 - IGOE & COMPANY, INC	011.1026.502030	\$ 75.00	Participation Fee	262843		06/02/2022	609295	\$ 75.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003122 - J&H AUTO BODY	011.1046.520000	\$ 1,431.18	Parts	17747	011.0015196			
	011.1046.520000	\$ 489.60	Paint & Material	17747	011.0015196			
	011.1046.590000	\$ 280.00	Frame	17747	011.0015196			
	011.1046.590000	\$ 633.60	Paint Labor	17747	011.0015196			
	011.1046.590000	\$ 1,342.00	Body Labor	17747	011.0015196			
	011.1046.520000	\$ 196.88	Sales Tax 10.25	17747				
						06/02/2022	609296	\$ 4,373.26
007386 - LUCIA LANGANEY	011.1021.797000	\$ 4,000.00	VCF Scholarship Grant Award	052622		06/02/2022	609297	\$ 4,000.00
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 220.75	Tires, Accessories & Repairs~	5579	011.0014863			
	011.1046.590000	\$ 85.00	Labor	5579	011.0014863			
	011.1046.520000	\$ 193.37	Tires, Accessories & Repairs~	5645	011.0014863			
						06/02/2022	609298	\$ 499.12
000309 - NAPA AUTO PARTS	011.1046.520000	\$ 96.43	Auto Parts & Accessories~	137126	011.0014864			
	011.1046.520000	\$ 240.82	Auto Parts & Accessories~	137775	011.0014864			
	011.1046.520000	\$ 32.42	Auto Parts & Accessories~	137830	011.0014864			
	011.1046.520000	\$ 49.60	Auto Parts & Accessories~	137879	011.0014864			
	011.1046.520000	\$ 39.77	Auto Parts & Accessories~	137986	011.0014864			
	011.1046.520000	\$ 17.87	Auto Parts & Accessories~	138076	011.0014864			
	011.1046.520000	\$ 10.48	Auto Parts & Accessories~	138485	011.0014864			
	011.1046.520000	\$ 107.03	Auto Parts & Accessories~	139060	011.0014864			
	011.1046.520000	\$ -144.57	Auto Parts & Accessories~	139064	011.0014864			
	011.1046.520000	\$ 228.68	Auto Parts & Accessories~	139237	011.0014864			
	011.1046.520000	\$ 527.22	Auto Parts & Accessories~	139418	011.0014864			
	011.1046.520000	\$ 345.12	Auto Parts & Accessories~	140027	011.0014864			
	011.1046.520000	\$ 67.36	Auto Parts & Accessories~	140287	011.0014864			
						06/02/2022	609299	\$ 1,618.23
001421 - NET MOTION WIRELESS, INC.	011.9019.590110	\$ 2,423.42	Mobility Premium Software Maintenance~	10063837	011.0015242	06/02/2022	609300	\$ 2,423.42

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000610 - NICK ALEXANDER RESTORATION	011.1046.520000	\$ 125.00	Materials	3979	011.0015202			
	011.1046.590000	\$ 260.00	Labor	3979	011.0015202			
	011.1046.520000	\$ 12.82	Sales Tax 10.25	3979				
						06/02/2022	609301	\$ 397.82
005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 148.40	Auto Parts & Accessories~	3049402531	011.0014860			
	011.1046.520000	\$ 24.71	Auto Parts & Accessories~	3049402616	011.0014860			
	011.1046.520000	\$ 170.47	Auto Parts & Accessories~	3049402797	011.0014860			
	011.1046.520000	\$ 130.87	Auto Parts & Accessories~	3049402950	011.0014860			
	011.1046.520000	\$ 129.98	Auto Parts & Accessories~	3049402976	011.0014860			
	011.1046.520000	\$ 308.13	Auto Parts & Accessories~	3049403726	011.0014860			
	011.1046.520000	\$ 56.84	Auto Parts & Accessories~	3049403853	011.0014860			
	011.1046.520000	\$ -43.80	Auto Parts & Accessories~	3049403876	011.0014860			
	011.1046.520000	\$ 88.18	Auto Parts & Accessories~	3049405170	011.0014860			
	011.1046.520000	\$ 82.64	Auto Parts & Accessories~	3049405311	011.0014860			
	011.1046.520000	\$ 153.14	Auto Parts & Accessories~	3049405344	011.0014860			
						06/02/2022	609302	\$ 1,249.56
004111 - PACIFIC COMMERCIAL TRUCK BODY,	011.1046.520000	\$ 985.00	Rear Step Bumper & Hitch Install~	28207	011.0015205			
	011.1046.520000	\$ 100.96	Sales Tax 10.25	28207				
						06/02/2022	609303	\$ 1,085.96
004229 - SMARDAN SUPPLY CO	056.5600.590000	\$ 1,232.86	Inventory~	S3794780001	056.0000665			
	056.5600.590000	\$ 126.37	Sales Tax 10.25	S3794780001				
						06/02/2022	609304	\$ 1,359.23
007385 - JAMILEX SOTO	011.1021.797000	\$ 4,000.00	VCF Scholarship Grant Award	052622		06/02/2022	609305	\$ 4,000.00
001616 - SWINFORD, PHILLIP	011.1031.596500	\$ 23.85	Terrorism Awareness	051222				
	011.1031.596700	\$ 25.00	Terrorism Awareness	051222				
						06/02/2022	609306	\$ 48.85

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006985 - TERMINIX COMMERCIAL	011.1048.590000	\$ 85.00	Pest Control 05/28~	420663459				
	011.1049.590000	\$ 69.00	Pest Control 05/22~	420663620				
	011.1049.590000	\$ 69.00	Pest Control 05/22~	420663795				
	011.1049.590000	\$ 84.00	Pest Control 05/22~	420663986				
	011.1048.590000	\$ 69.00	Pest Control 05/22~	420664113				
	011.1048.590000	\$ 80.00	Pest Control 02/22~	420664355				
	011.1048.590000	\$ 69.00	Pest Control 02/22~	420664467				
						06/02/2022	609307	\$ 525.00
006619 - TYNER CONSULTING SERVICES, INC	056.5600.596200	\$ 4,800.00	Training Services	1581				
						06/02/2022	609308	\$ 4,800.00
000449 - UNDERGROUND SERVICE ALERT	055.8300.596200	\$ 171.70	New Ticket Charges	320220784				
	020.1084.596200	\$ 137.05	New Ticket Charges	420220785				
						06/02/2022	609309	\$ 308.75
000883 - UNITED RENTALS (NORTH AMERICA)	011.1046.520000	\$ 1,059.00	Hydraulic Breaker ~	206864807001	011.0015246			
	011.1046.520000	\$ 73.14	Chisel Narrow Standard ~	206864807001	011.0015246			
	011.1046.520000	\$ 95.88	Chisel Standard ~	206864807001	011.0015246			
	011.1046.520000	\$ 125.88	Sales Tax 10.25	206864807001				
						06/02/2022	609310	\$ 1,353.90
007384 - ARLO VEGA	011.1021.797000	\$ 4,000.00	VCF Scholarship Grant Award	052622				
						06/02/2022	609311	\$ 4,000.00
007387 - PRISCILA VILLEGAS	011.1021.797000	\$ 4,000.00	VCF Scholarship Grant Award	052622				
						06/02/2022	609312	\$ 4,000.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000404 - W.I.S.E., INC	011.1046.520000	\$ 232.96	Gloves~	119265601	011.0015203			
	011.1046.520000	\$ 232.96	Gloves~	119265601	011.0015203			
	011.1046.520000	\$ 44.26	Sales Tax 9.5%	119265601				
	011.1046.520000	\$ 339.06	Inventory~	119265602	011.0015203			
	011.1046.520000	\$ 32.21	Sales Tax 9.5%	119265602				
						06/02/2022	609313	\$ 881.45
002886 - WALTERS WHOLESALE ELECTRIC, CO	020.1084.900000	\$ 1,731.63	Electrical Parts ~	S120367063001	055.0002900			
	020.1084.900000	\$ 1,163.64	Electrical Parts ~	S120643074001	055.0002900			
						06/02/2022	609314	\$ 2,895.27
003177 - WILMINGTON INSTRUMENT COMPANY,	011.1060.520000	\$ 1,175.00	Sensor~	34045700	011.0015213			
	011.1060.520000	\$ 26.00	Filter~	34045700	011.0015213			
	011.1060.520000	\$ 275.00	Calibration Cylinder~	34045700	011.0015213			
	011.1060.520000	\$ 50.00	Freight	34045700	011.0015213			
	011.1060.520000	\$ 151.29	Sales Tax 10.25	34045700				
						06/02/2022	609315	\$ 1,677.29
TOTAL EARLY CHECKS								\$ 395,015.40

CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 89
JUNE 21, 2022

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 210,136.66	\$ 246,128.53	\$ 0.00	\$ 456,265.19
020 - WATER	41,589.98	21,233.60	0.00	62,823.58
055 - LIGHT & POWER	3,042,437.38	117,789.04	0.00	3,160,226.42
056 - NATURAL GAS	961,992.91	9,864.23	0.00	971,857.14
057 - FIBER OPTIC	4,442.21	0.00	0.00	4,442.21
GRAND TOTAL	<u>\$ 4,260,599.14</u>	<u>\$ 395,015.40</u>	<u>\$ 0.00</u>	<u>\$ 4,655,614.54</u>

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: June 21, 2022

SUBJECT

City Payroll Warrant Register

Recommendation:

Approve City Payroll Warrant Register No. 792, for the period of May 1 through May 31, 2022, totaling \$2,697,080.42 and consisting of ratification of direct deposits, checks and taxes totaling \$1,789,996.02 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$907,084.40 paid through operating bank account.

Background:

Section 2.32.060 of the Vernon Municipal Code indicates the City Treasurer, or an authorized designee, shall prepare warrants covering claims or demands against the City which are to be presented to City Council for its audit and approval. Pursuant to the aforementioned code section, the City Treasurer has prepared City Payroll Account Warrant Register No. 792 covering claims and demands presented during the period of May 1 through May 31, 2022, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving City Payroll Warrant Register No. 792, totals \$2,697,080.42. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on City Payroll Warrant Register No. 792.

Attachments:

1. [City Payroll Account Warrant Register No. 792](#)

PAYROLL WARRANT REGISTER
City of Vernon

No. **792** Month of **May 2022**

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



Scott A. Williams
Director of Finance / City Treasurer

Date: 6/14/2022

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

DATE

DATE

Payrolls reported for the month of May

04/10/2022 - 04/23/2022, Paydate 05/05/2022

04/21/2022 - 04/21/2022, Paydate 05/05/2022

04/24/2022 - 05/07/2022, Paydate 05/19/2022

Payment

Method	Date	Payment Description	Amount
ACH	05/05/22	Net payroll, checks	\$ 9,722.91
ACH	05/05/22	Net payroll, direct deposits	667,805.78
ACH	05/05/22	Payroll taxes	177,400.23
ACH	05/05/22	Net payroll, direct deposits	47,172.23
ACH	05/05/22	Payroll taxes	21,387.74
ACH	05/19/22	Net payroll, checks	7,316.53
ACH	05/19/22	Net payroll, direct deposits	676,329.07
ACH	05/19/22	Payroll taxes	182,861.53

Total net payroll and payroll taxes	1,789,996.02
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12972	05/05/22	ICMARC	31,130.40
12971	05/05/22	IBEW Dues	2,632.41
12970	05/05/22	Vernon Police Officers' Benefit Association	1,861.16
12975	05/10/22	CalPERS	204,404.05
12976	05/10/22	California State Disbursement Unit	41.53
12984	05/13/22	Blue Shield of California	361,367.03
12985	05/13/22	Metlife - Group Benefits	28,806.04
12986	05/16/22	MES Vision	4,022.27
12987	05/17/22	AFLAC	12,266.85
12988	05/16/22	Mutual of Omaha	13,617.34
12989	05/17/22	Colonial	6,441.26
12979	05/19/22	ICMARC	30,146.17
12978	05/20/22	Teamsters Local 911	2,358.00
12977	05/20/22	Vernon Police Officers' Benefit Association	1,861.16
12982	05/25/22	CalPERS	206,087.20
12983	05/20/22	California State Disbursement Unit	41.53

Payroll related disbursements, paid through	
Operating bank account	907,084.40

Total net payroll, taxes, and related disbursements	\$ 2,697,080.42
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JL

City Council Agenda Item Report

Submitted by: Nicholas Perez
Submitting Department: Police Department
Meeting Date: June 21, 2022

SUBJECT

Military Equipment Use Policy

Recommendation:

- A. Conduct second reading and adopt Ordinance No. 1282 adding Chapter 9.06 to Title 9 Public Peace and Welfare to the Vernon Municipal Code governing the use of military equipment; and
- B. Adopt Vernon Police Department's Military Equipment Use Policy.

Background:

At the June 7, 2022 Regular City Council Meeting, the Vernon City Council introduced and conducted first reading of Ordinance No. 1282 which adds Chapter 9.06 to title 9 Public Peace and Welfare to the Vernon Municipal Code governing the use of military equipment. The ordinance summary was posted on the City's website on June 7, 2022, and will be published pursuant to legal requirements. Staff requests the City Council conduct second reading and adopt Ordinance No. 1282.

Additionally, staff requests adoption of the related Military Equipment Use Policy (Policy), which was presented to the City Council at its regular City Council meeting on April 19, 2022 and posted on the Police Department's webpage of the City's website on April 4, 2022.

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. 1282](#)
- 2. [VPD's Military Equipment Use Policy](#)
- 3. [Assembly Bill No. 481](#)
- 4. [Proof of Publication](#)

ORDINANCE NO. 1282

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON ADDING CHAPTER 9.06 TO TITLE 9 PUBLIC PEACE AND WELFARE TO THE VERNON MUNICIPAL CODE GOVERNING THE USE OF THE MILITARY EQUIPMENT

SECTION 1. Recitals.

- A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (AB 481), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment", to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies.
- B. AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used.
- C. The Vernon Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481 and further intends to acquire other items of military equipment.
- D. AB 481 requires, inter alia, that a law enforcement agency possessing and using such qualifying equipment must prepare a publicly released, written, military equipment use policy document covering the inventory, description, quantity, purpose, capabilities, use, lifespan, acquisition, maintenance, authorized use, fiscal impacts, procedures, training, oversight, and complaint process, applicable to the Department's use of such equipment.
- E. The proposed Military Equipment Use Policy (Policy) will safeguard the public's health, welfare, safety, civil rights, and civil liberties.
- F. The Policy must be approved by the City Council by ordinance and reviewed at least annually thereafter.
- G. The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- H. The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- I. Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

- J. The Vernon Police Department has submitted the proposed Policy to the City Council and thereafter has made those documents available on the Police Department's website for at least 30 days prior to the public hearing concerning the military equipment at issue.
- K. The Policy satisfies the requirements of Government Code Section 7070(d).
- L. The City Council of the City of the City of Vernon, having received the information required under AB 481 regarding the Vernon Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby does approve the Military Equipment Use Policy.
- M. All legal prerequisites prior to the adoption of this Ordinance have occurred.

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. Compliance with CEQA. Adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) (General Rule) of the CEQA Guidelines because it is not a project and because it can be seen with certainty that there is no possibility that the passage of this Ordinance will have a significant effect on the environment.

SECTION 4. Chapter 9.06 to Title 9 Public Peace and Welfare is hereby added to the Vernon Municipal Code to read as follows:

Chapter 9.06 Military Equipment Use Policy.

- (a) The Military Equipment Use Policy shall govern the use of military equipment by the Vernon Police Department.
- (b) The Policy shall be made publicly available on the Police Department's website for as long as the military equipment is available for use or as otherwise ordained by the City Council.
- (c) The Police Department shall submit an annual military equipment report to the City Council containing the information required by Government Code Section 7072 and the City Council shall thereafter determine whether each type of military equipment identified therein complied with the standards for approval set forth in Government Code Section 7071(d).
- (d) The City Council shall, on an annual basis and at a regular meeting thereof, review this policy and vote on whether to renew it pursuant to Government Code Section 7071(e)(2).
- (e) The definitions set forth in Government Code Section 7070 shall apply to this Chapter. Any provision of state law referred to herein shall mean and include any amended or successor provision thereof.

SECTION 5. 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 6. 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 7. The City Clerk shall certify the adoption and publish this ordinance as required by law.

SECTION 8. This ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this 21st day of June, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Exigent Circumstance – a good faith belief by the Police Chief or designee that an emergency involving the danger or imminent threat of death or serious physical injury to any person is occurring, has occurred, or is about to occur.

Governing body – The elected or appointed body that oversees the Police Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Vernon Police Department

Vernon PD Policy Manual

Military Equipment

707.2 POLICY

It is the policy of the Vernon Police Department (Department) that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Vernon Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

Mobile Incident Command Vehicle (MIC): Area E Command Post (custom built Class A) vehicle. A vehicle used as a mobile office to provide a centralized shelter, access to Department computer systems, and restroom facilities during extended events.

- Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.
- Authorized Use: Only officers trained in the deployment and operations of the MIC are authorized to operate it. Situations in which the MIC is authorized for use would include but not be limited to critical incidents, emergencies, and natural disasters.

Military Equipment

40 mm Launchers and Rounds: 40 mm Launchers are utilized by Department personnel as a less lethal tool to launch impact rounds or to deploy chemical agents.

- 40 mm Single Shot Launcher, is a tactical single shot launcher which will launch a 40 mm less lethal round or deliver chemical agents.
- 40 mm Exact Impact Sponge, is a less lethal 40 mm lightweight plastic and foam projectile fired from a 40 mm launcher.
- 40 mm Direct Impact OC is a is a less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single 40 mm launcher. It delivers OC irritant upon impact.
- 40 mm Direct Impact Marking Round is a less lethal 40 mm lightweight plastic and crushable foam projectile fired from a single 40 mm launcher. It delivers a marking agent upon impact.
- Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:
 - Self-destructive, dangerous and/or combative individuals
 - Riot control and civil unrest incidents
 - Potentially vicious animals
 - Training exercises or approved demonstrations.
- Authorized Use: Only assigned operators who have completed the required POST training shall be permitted to deploy the 40mm or the chemical agents.

Less Lethal Shotgun: The less lethal shotgun is a 12-gauge shotgun that has been designated by an orange stock to be used to deploy the less lethal 12-gauge drag stabilized bean bag round.

- Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:
 - Self-destructive, dangerous and/or combative individuals.
 - Riot/crowd control and civil unrest incidents.
 - Circumstances where a tactical advantage can be obtained.
 - Potentially vicious animals.
 - Training exercises or approved demonstrations.
- Authorized Use: All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training.

Military Equipment

Specialized Firearms and Ammunition:

- **Patrol Rifle:** A rifle that fires a 5.56 mm or .223 caliber cartridge. The Vernon Police Department utilizes an approximate 11.5-inch barrel. The 11.5-inch short-barreled rifle allows a trained officer better control inside of structures, which allows the officer to have greater accuracy than a handgun.
- **9 mm Pistol Caliber Carbine (PCC):** A 9 mm PCC is primarily used for training.
- **.223 Caliber/5.56MM rifle rounds, 9 mm Luger, .40 Smith and Wesson, .45 Automatic, .357 Magnum, and .38 Special, handgun rounds:** The Vernon Police Department utilizes only new, commercially produced ammunition. Full Metal Jacket bullets are used specifically for range practice which also reduces fouling in the firearm. Duty ammunition is a specially designed hollow-point tip to have controlled expansion to limit over penetration.
- **Patrol Rifle Suppressors:** A patrol rifle suppressor is designed to reduce the decibel level of the rifle to protect the hearing of the user and anyone near the use of the rifle.
- **Purpose:** To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.
- **Authorized Use:** Only members that are Department certified are authorized to use a patrol rifle. Prior to using a patrol rifle, officers must be certified by Department range instructors in the operation of the firearm. Additionally, all members that operate any patrol rifle are required to pass a range qualification quarterly. Officers will only use departmental approved duty ammunition.

PepperBall Launcher: A device that discharges irritant projectiles.

- **PepperBall Launcher:** The PepperBall Launcher is a compressed-air powered launcher designed to fire less lethal PepperBall projectiles. The PepperBall Launcher is a hopper fed device.
- **PepperBall Projectile.** The PepperBall projectile contains a concentrated amount of PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces.
- **Purpose:** To limit the escalation of conflict where deployment of lethal force is prohibited or undesirable. Situations for the use of the less lethal weapon systems may include but are not limited to:
 - Self-destructive, dangerous, and/or combative individuals.
 - Riot/crowd control and civil unrest incidents.
 - Circumstances where a tactical advantage can be obtained.
 - Potentially vicious animals.
 - Training exercises or approved demonstrations.
- **Authorized Use:** Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

Military Equipment

707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) *Requesting military equipment made available pursuant to 10 USC § 2576a.*
- (b) *Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.*
- (c) *Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.*
- (d) *Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.*
- (e) *Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.*
- (f) *Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.*
- (g) *Acquiring military equipment through any means not provided above.*

707.6 USE IN EXIGENT CIRCUMSTANCES

In exigent circumstances and with the approval of the Chief of Police or his/her designee, the Department may acquire, borrow and/or use Military Equipment that is not included in the Military Equipment Use Policy.

If the Police Department acquires, borrows, and/or uses Military Equipment in an Exigent Circumstance, in accordance with this section, it must take all of the following actions:

- Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state or federal law.
- If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.
- Include the Military Equipment in the Department's next annual Military Equipment Report.

Military Equipment

707.7 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

Military equipment deployed or used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies when rendering assistance. Situations may arise where Vernon Police Department may deploy or use military equipment owned by other law enforcement agencies.

If the Department is in another jurisdiction under mutual aid or operational collaboration circumstances, Department members are required to adhere to the City of Vernon's Military Equipment Use Policy and all applicable Department policies and procedures, regardless of operational jurisdiction.

707.8 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

707.9 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

707.10 COMPLIANCE PROCEDURE

The Administration Lieutenant will ensure that all Department members comply with this policy. The Administrative Lieutenant will conduct an annual audit with the assistance of the Department's Training Division. The Chief of Police or designee will be notified of any policy violations, and, if needed, the violation(s) will be referred to the Professional Standards Bureau and handled in accordance with VPD Policy 1009 (Personnel Complaints).

Any member of the public can register a complaint, question, or concern regarding military use equipment by contacting the Vernon Police Department's Administration via email at PDAdmin@covpd.org. A response to the complaint, question, or concern shall be completed by the Department in a timely manner.

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public’s welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) “Governing body” means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff’s department or a district attorney’s office, “governing body” means the board of supervisors of the county.

(b) “Law enforcement agency” means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff’s department.

(3) A district attorney’s office.

(4) A county probation department.

(c) “Military equipment” means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

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

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

Notice of Public Hearing - Military Equipment Use Policy

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):

05/26/2022

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# 3589563

NOTICE OF CITY COUNCIL PUBLIC HEARING

The City Council of the City of Vernon will conduct a public hearing, which you may attend, at Vernon City Hall, City Council Chamber, 4305 Santa Fe Avenue, Vernon, CA 90058, or via Zoom Webinar at <http://www.cityofvernon.org/webinar-cc>, in accordance with Assembly Bill 361, on **Tuesday, June 7, 2022, at 9:00 a.m.** (or as soon thereafter as the matter can be heard), to:

Consider an ordinance approving a Military Equipment Use Policy for the City of Vernon. Pursuant to California Government Code Section 7071 et seq., the policy identifies Vernon Police Department items deemed "military equipment" under state law.

Information regarding the proposed Military Equipment Use Policy, presented to the City Council at its regular City Council meeting on April 19, 2022, is available on the City's website (cityofvernon.org). The proposed policy is also posted on the Vernon Police Department's webpage (<https://www.cityofvernon.org/government/police-department/assembly-bill-481>).

The proposed ordinance will be available for public review on the City's website once the agenda for the meeting is posted or from the City Clerk at CityClerk@cityofvernon.org or (323) 583-8811, ext. 546. All interested persons will be given an opportunity to comment on the above-referenced item during the public hearing. In addition, written comment or questions may be submitted prior to the hearing as set forth below. Written testimony or questions must be received prior to 9:00 a.m. on the date of the hearing. Please send your comments or questions to:

Robert Sousa, Chief of Police
City of Vernon
4305 Santa Fe Avenue, Vernon, CA 90058
(323) 583-8811 ext. 114
Email: PDAdmin@covpd.org

If you challenge the ordinance adopting the proposed Military Equipment Use Policy or any provision thereof in court, you may be limited to raising only those issues you or someone else raised at the hearing described in this notice or in written correspondence delivered to the City of Vernon at, or prior to, the meeting.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the meeting, please contact the Office of the City Clerk at (323) 583-8811 ext. 546.

The hearing may be continued, adjourned, or cancelled and rescheduled to a stated time and place without further notice of a public hearing.

Dated: May 23, 2022

/s/

Lisa Pope, City Clerk
Publish: May 26, 2022
5/26/22

PRE-3589563#
HUNTINGTON PARK BULLETIN



* A 0 0 0 0 0 6 0 2 5 9 4 2 *

City Council Agenda Item Report

Submitted by: Diana Figueroa
Submitting Department: Fire Department
Meeting Date: June 21, 2022

SUBJECT

Fire Department Activity Report

Recommendation:

Receive and file the April 2022 Fire Department Activity Report.

Background:

Attached is a copy of a Fire Department Activity Report which covers the period of April 1 through April 30, 2022. The report is provided by Los Angeles County Fire and consists of incident details and a summary for the month.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Fire Department Activity Report - April 2022](#)



COUNTY OF LOS ANGELES FIRE DEPARTMENT

CITY OF VERNON STATISTICS

APRIL 2022 CITY DETAILS

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
04/01/22	LAC22109260	ALRWFR	611 - Dispatched and cancelled en route	3251 East SLAUSON VERNON CA 90058	3251 East SLAUSON Avenue	E13		
04/01/22	LAC22109352	SICKA	320 - Emergency medical service, other	3001 South SIERRA PINE VERNON CA 90023	3001 South SIERRA PINE Avenue	E52		
04/01/22	LAC22109581	TCB	321 - EMS call, excluding vehicle accident with injury	South DOWNEY VERNON CA 90058	South DOWNEY Road	E13		
04/01/22	LAC22109824	TCB	600 - Good intent call, other	South SOTO VERNON CA 90058	South SOTO Street	E52		
04/01/22	LAC22110003	MISC1	600 - Good intent call, other	4611 East 52ND VERNON CA 90270	4611 East 52ND Drive	E163		
04/02/22	LAC22110357	EMS	321 - EMS call, excluding vehicle accident with injury	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
04/02/22	LAC22110464	ALRA	600 - Good intent call, other	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road	E13		
04/02/22	LAC22110551	ASSLTB	321 - EMS call, excluding vehicle accident with injury	DISTRICT VERNON CA 90058	DISTRICT Boulevard	E13		
04/03/22	LAC22111424	TCB	321 - EMS call, excluding vehicle accident with injury	3365 East slauson Vernon CA 90058	3365 East slauson Avenue	E13		
04/03/22	LAC22111506	RUB	150 - Outside rubbish fire, other	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52	0	0
04/03/22	LAC22111663	GRS	150 - Outside rubbish fire, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E27	0	0
04/03/22	LAC22111936	TCA	322 - Motor vehicle accident with injuries	5500 South SANTA FE VERNON CA 90058	5500 South SANTA FE Avenue	E52		
04/04/22	LAC22113021	UNC	321 - EMS call, excluding vehicle accident with injury	4305 South SANTA FE VERNON CA 90058	4305 South SANTA FE Avenue	E52		
04/04/22	LAC22113543	ALRA	700 - False alarm or false call, other	2761 FRUITLAND VERNON CA 90058	2761 FRUITLAND Avenue	E52		
04/05/22	LAC22113664	ALRWF	700 - False alarm or false call, other	2761 FRUITLAND VERNON CA 90058	2761 FRUITLAND Avenue	E52		

CITY OF VERNON STATISTICS

APRIL 2022 CITY DETAILS

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
04/05/22	LAC22113849	INVO	611 - Dispatched and cancelled en route	South DOWNEY VERNON CA 90023	South DOWNEY Road	S13		
04/05/22	LAC22114187	ALRAR	611 - Dispatched and cancelled en route	4010 East 26TH VERNON CA 90023	4010 East 26TH Street			
04/05/22	LAC22114232	ALRA	700 - False alarm or false call, other	4010 East 26TH VERNON CA 90023	4010 East 26TH Street	E27		
04/05/22	LAC22114380	UNC	321 - EMS call, excluding vehicle accident with injury	4320 South SANTA FE VERNON CA 90058	4320 South SANTA FE Avenue	S13		
04/05/22	LAC22114389	ALRWF		2761 FRUITLAND VERNON CA 90058	2761 FRUITLAND Avenue	E164		
04/06/22	LAC22114857	SICKA	321 - EMS call, excluding vehicle accident with injury	4500 BANDINI VERNON CA 90040	4500 BANDINI Boulevard	E27		
04/06/22	LAC22114890	INVO	600 - Good intent call, other	25TH VERNON CA 90058	25TH Street	BC13		
04/06/22	LAC22114985	TCB	324 - Motor vehicle accident with no injuries.	East VERNON VERNON CA 90058	East VERNON Avenue	E52		
04/06/22	LAC22115020	VEH	130 - Mobile property (vehicle) fire, other	4423 BANDINI VERNON CA 90023	4423 BANDINI Boulevard	E27	0	0
04/06/22	LAC22115148	ALRA	611 - Dispatched and cancelled en route	2503 East VERNON VERNON CA 90058	2503 East VERNON Avenue			
04/07/22	LAC22115968	MISC1	150 - Outside rubbish fire, other	South SOTO VERNON CA 90058	South SOTO Street	E52		
04/07/22	LAC22116137	ALLERGY	321 - EMS call, excluding vehicle accident with injury	2840 South ALAMEDA VERNON CA 90058	2840 South ALAMEDA Street	E52		
04/07/22	LAC22116607	TCB	600 - Good intent call, other	South BOYLE VERNON CA 90058	South BOYLE Avenue	E52		
04/08/22	LAC22117411	ALRWF	611 - Dispatched and cancelled en route	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue			
04/08/22	LAC22117426	TCB	600 - Good intent call, other	2700 FRUITLAND VERNON CA 90058	2700 FRUITLAND Avenue	E52		
04/08/22	LAC22117832	ALRWF	735 - Alarm system sounded due to malfunction	2241 East 49TH VERNON CA 90058	2241 East 49TH Street	E52		
04/08/22	LAC22117899	SZR	321 - EMS call, excluding vehicle accident with injury	5401 South SOTO VERNON CA 90255	5401 South SOTO Street	S164		
04/08/22	LAC22118276	TCB	322 - Motor vehicle accident with injuries	4305 South SANTA FE VERNON CA 90058	4305 South SANTA FE Avenue	E52		
04/08/22	LAC22118413	TCA	600 - Good intent call,	1 BANDINI VERNON CA	1 BANDINI Boulevard	S13		

CITY OF VERNON STATISTICS

APRIL 2022 CITY DETAILS

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
			other	90040				
04/09/22	LAC22118638	MISC1	150 - Outside rubbish fire, other	6190 South BOYLE VERNON CA 90058	6190 South BOYLE Avenue	E13		
04/09/22	LAC22118830	ALRA	735 - Alarm system sounded due to malfunction	2325 East 38TH VERNON CA 90058	2325 East 38TH Street	E52		
04/10/22	LAC22119989	ALRWF	611 - Dispatched and cancelled en route	4240 BANDINI VERNON CA 90023	4240 BANDINI Boulevard	E27		
04/10/22	LAC22120237	SICKA	321 - EMS call, excluding vehicle accident with injury	3375 FRUITLAND VERNON CA 90058	3375 FRUITLAND Avenue	E13		
04/10/22	LAC22120378	EMS	600 - Good intent call, other	East 58TH VERNON CA 90058	East 58TH Street	E52		
04/10/22	LAC22120758	ALRWF	611 - Dispatched and cancelled en route	4614 East 48TH VERNON CA 90058	4614 East 48TH Street	Q13		
04/11/22	LAC22121045	ALRWF	600 - Good intent call, other	4432 South PACIFIC VERNON CA 90058	4432 South PACIFIC Boulevard	E13		
04/11/22	LAC22121049	STRC	100 - Fire, other	4432 South PACIFIC VERNON CA 90058	4432 South PACIFIC Boulevard	E52		
04/11/22	LAC22121120	ALRWF	611 - Dispatched and cancelled en route	4614 East 48TH VERNON CA 90058	4614 East 48TH Street			
04/11/22	LAC22121497	DB	321 - EMS call, excluding vehicle accident with injury	3375 East SLAUSON VERNON CA 90058	3375 East SLAUSON Avenue	S13		
04/11/22	LAC22121799	TCA	322 - Motor vehicle accident with injuries	0 East SLAUSON VERNON CA 90058	0 East SLAUSON Avenue	S13		
04/12/22	LAC22122325	SICKA	321 - EMS call, excluding vehicle accident with injury	2639 East LEONIS VERNON CA 90058	2639 East LEONIS Boulevard	E52		
04/12/22	LAC22122353	TCP	321 - EMS call, excluding vehicle accident with injury	FRUITLAND South PACIFIC VERNON CA 90058	FRUITLAND South PACIFIC Boulevard	E164		
04/12/22	LAC22122682	ALREMS	611 - Dispatched and cancelled en route	3100 East 44TH VERNON CA 90058	3100 East 44TH Street	E13		
04/12/22	LAC22122734	ALRWF	735 - Alarm system sounded due to malfunction	2300 East 57TH VERNON CA 90058	2300 East 57TH Street	E52		
04/12/22	LAC22122790	ALRWF	611 - Dispatched and cancelled en route	2300 East 57TH VERNON CA 90058	2300 East 57TH Street			
04/12/22	LAC22122904	TCB	322 - Motor vehicle accident with injuries	South BOYLE VERNON CA 90058	South BOYLE Avenue	E13		
04/12/22	LAC22122954	EMS	600 - Good intent call,	East 26TH VERNON CA	East 26TH Street	E52		

CITY OF VERNON STATISTICS

APRIL 2022 CITY DETAILS

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
			other	90058				
04/12/22	LAC22123140	BEHAVB	321 - EMS call, excluding vehicle accident with injury	3737 South SOTO VERNON CA 90058	3737 South SOTO Street	E52		
04/12/22	LAC22123273	GRS	151 - Outside rubbish, trash or waste fire	6190 South BOYLE VERNON CA 90058	6190 South BOYLE Avenue	E13	0	0
04/13/22	LAC22123371	TCA	611 - Dispatched and cancelled en route	South ALAMEDA VERNON CA 90255	South ALAMEDA Street	S164		
04/13/22	LAC22123878	GRS	151 - Outside rubbish, trash or waste fire	2930 East 44TH VERNON CA 90058	2930 East 44TH Street	E13	0	0
04/14/22	LAC22124883	ALRWF	522 - Water or steam leak	3049 East VERNON VERNON CA 90058	3049 East VERNON Avenue	E52		
04/14/22	LAC22124892	ARREST	321 - EMS call, excluding vehicle accident with injury	East 45TH VERNON CA 90058	East 45TH Street	E13		
04/14/22	LAC22125007	TREE	143 - Grass fire	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
04/15/22	LAC22125854	INJA	321 - EMS call, excluding vehicle accident with injury	4909 South ALCOA VERNON CA 90058	4909 South ALCOA Avenue	S13		
04/15/22	LAC22126163	ALERGY	321 - EMS call, excluding vehicle accident with injury	5563 South ALCOA VERNON CA 90058	5563 South ALCOA Avenue	S13		
04/15/22	LAC22126345	ALERGY	321 - EMS call, excluding vehicle accident with injury	4383 East EXCHANGE VERNON CA 90058	4383 East EXCHANGE Avenue	S13		
04/15/22	LAC22126439	DB	321 - EMS call, excluding vehicle accident with injury	3668 South SOTO VERNON CA 90058	3668 South SOTO Street	E52		
04/15/22	LAC22126643	VEHL	118 - Trash or rubbish fire, contained	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E13		
04/15/22	LAC22126777	INJA	321 - EMS call, excluding vehicle accident with injury	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
04/17/22	LAC22127994	CP	321 - EMS call, excluding vehicle accident with injury	3278 East SLAUSON VERNON CA 90058	3278 East SLAUSON Avenue	E13		
04/17/22	LAC22128471	RUB	150 - Outside rubbish fire, other	South GRANDE VISTA VERNON CA 90023	South GRANDE VISTA Avenue	E52		
04/17/22	LAC22128879	CP	321 - EMS call, excluding vehicle accident with injury	4305 South SANTA FE VERNON CA 90058	4305 South SANTA FE Avenue	S13		

CITY OF VERNON STATISTICS

APRIL 2022 CITY DETAILS

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
04/17/22	LAC22128893	OD	321 - EMS call, excluding vehicle accident with injury	4505 BANDINI VERNON CA 90040	4505 BANDINI Boulevard	S163		
04/18/22	LAC22129193	ALRMAN	600 - Good intent call, other	2307 East 49TH VERNON CA 90058	2307 East 49TH Street	E52		
04/18/22	LAC22129210	INVO	622 - No incident found on arrival at dispatch address	East VERNON VERNON CA 90058	East VERNON Avenue			
04/18/22	LAC22129755	SICKB	321 - EMS call, excluding vehicle accident with injury	5800 South BOYLE VERNON CA 90058	5800 South BOYLE Avenue	E13		
04/18/22	LAC22129827	MISC1	600 - Good intent call, other	South DOWNEY VERNON CA 90023	South DOWNEY Road			
04/19/22	LAC22130266	ALRWF	522 - Water or steam leak	2820 East 44TH VERNON CA 90058	2820 East 44TH Street	E52		
04/19/22	LAC22130594	EMS	321 - EMS call, excluding vehicle accident with injury	3805 South SOTO VERNON CA 90058	3805 South SOTO Street	E52		
04/19/22	LAC22130719	TREE	140 - Natural vegetation fire, other	East WASHINGTON VERNON CA 90023	East WASHINGTON Boulevard	E52		
04/19/22	LAC22130875	ALRA	744 - Detector activation, no fire - unintentional	2825 East 44TH VERNON CA 90058	2825 East 44TH Street	E52		
04/20/22	LAC22131354	TCB	321 - EMS call, excluding vehicle accident with injury	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E52		
04/20/22	LAC22132286	GRS	150 - Outside rubbish fire, other	South ATLANTIC VERNON CA 90040	South ATLANTIC Boulevard	E27	0	0
04/21/22	LAC22132822	ALRA		4820 East 50TH VERNON CA 90058	4820 East 50TH Street			
04/21/22	LAC22133146	ABDA	300 - Rescue, EMS incident, other	Vernon South SOTO VERNON CA 90058	Vernon South SOTO Street	E52		
04/21/22	LAC22133162	INVO	650 - Steam, other gas mistaken for smoke, other	South SANTA FE VERNON CA 90058	South SANTA FE Avenue	E165		
04/22/22	LAC22133622	ALRA	735 - Alarm system sounded due to malfunction	4601 South SOTO ST #A VERNON CA 90058	4601 South SOTO ST #A	E52		
04/22/22	LAC22134471	UNC	611 - Dispatched and cancelled en route	FRUITLAND VERNON CA 90058	FRUITLAND Avenue			
04/23/22	LAC22134808	SICKA	321 - EMS call, excluding vehicle accident with injury	2929 East 54TH VERNON CA 90058	2929 East 54TH Street	S13		
04/23/22	LAC22135045	TCB	322 - Motor vehicle	0 East LEONIS VERNON	0 East LEONIS	E13		

CITY OF VERNON STATISTICS

APRIL 2022 CITY DETAILS

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
			accident with injuries	CA 90058	Boulevard			
04/24/22	LAC22135932	TCB	321 - EMS call, excluding vehicle accident with injury	East 26TH VERNON CA 90023	East 26TH Street	E52		
04/24/22	LAC22135996	INVO	600 - Good intent call, other	25TH VERNON CA 90058	25TH Street	E13		
04/24/22	LAC22136898	MISC1	100 - Fire, other	South SOTO VERNON CA 90058	South SOTO Street	E52		
04/25/22	LAC22136990	TCB	322 - Motor vehicle accident with injuries	BANDINI VERNON CA 90058	BANDINI Boulevard	E52		
04/25/22	LAC22137136	ALRWF	700 - False alarm or false call, other	4133 BANDINI VERNON CA 90023	4133 BANDINI Boulevard			
04/25/22	LAC22137170	TCA	600 - Good intent call, other	East VERNON VERNON CA 90058	East VERNON Avenue	E21LFD		
04/25/22	LAC22137196	ALRMAN	611 - Dispatched and cancelled en route	5008 South BOYLE VERNON CA 90058	5008 South BOYLE Avenue			
04/25/22	LAC22137198	SICKA	321 - EMS call, excluding vehicle accident with injury	3305 BANDINI VERNON CA 90023	3305 BANDINI Boulevard	E52		
04/25/22	LAC22137343	TCA	321 - EMS call, excluding vehicle accident with injury	H BANDINI VERNON CA 90023	H BANDINI Boulevard	E27		
04/25/22	LAC22137575	TCA	321 - EMS call, excluding vehicle accident with injury	South DOWNEY VERNON CA 90058	South DOWNEY Road	E13		
04/25/22	LAC22137645	TCA	321 - EMS call, excluding vehicle accident with injury	2263 East VERNON VERNON CA 90058	2263 East VERNON Avenue	E52		
04/25/22	LAC22137648	INJA	321 - EMS call, excluding vehicle accident with injury	2120 East 52ND VERNON CA 90058	2120 East 52ND Street	S164		
04/25/22	LAC22137678	TCA	600 - Good intent call, other	South SOTO VERNON CA 90058	South SOTO Street			
04/25/22	LAC22138195	ALRWF	100 - Fire, other	4442 East 26TH VERNON CA 90023	4442 East 26TH Street	E27		
04/26/22	LAC22138319	RUB	611 - Dispatched and cancelled en route	5685 South ALCOA VERNON CA 90058	5685 South ALCOA Avenue	E13		
04/26/22	LAC22138475	ALRWF	611 - Dispatched and cancelled en route	3501 East VERNON VERNON CA 90058	3501 East VERNON Avenue			
04/26/22	LAC22138543	ALRAR	735 - Alarm system sounded due to malfunction	4600 South ALAMEDA VERNON CA 90058	4600 South ALAMEDA Street	E52		

CITY OF VERNON STATISTICS

APRIL 2022 CITY DETAILS

Alarm Date Time	Basic Incident Number (FD1)	Cad Initial Cad Incident Type Description	Incident Type	Address	Basic Incident Full Street Address	Basic First Arrived At Scene Apparatus ID	Basic Property Losses (FD1.35)	Basic Content Losses (FD1.36)
04/26/22	LAC22138823	UNC	321 - EMS call, excluding vehicle accident with injury	East 26TH VERNON CA 90058	East 26TH Street	E52		
04/26/22	LAC22139044	SZR	321 - EMS call, excluding vehicle accident with injury	3333 South DOWNEY VERNON CA 90023	3333 South DOWNEY Road	S13		
04/26/22	LAC22139074	UNC	611 - Dispatched and cancelled en route	52 East VERNON VERNON CA 90058	52 East VERNON Avenue	S164		
04/26/22	LAC22139093	PA	611 - Dispatched and cancelled en route	3121 East 26TH VERNON CA 90023	3121 East 26TH Street	E3		
04/26/22	LAC22139281	DB	321 - EMS call, excluding vehicle accident with injury	LOMA VISTA VERNON CA 90058	LOMA VISTA Avenue	E13		
04/27/22	LAC22139576	ALRA	600 - Good intent call, other	4401 South DOWNEY VERNON CA 90058	4401 South DOWNEY Road	E13		
04/27/22	LAC22139852	EMS	321 - EMS call, excluding vehicle accident with injury	4460 South PACIFIC VERNON CA 90058	4460 South PACIFIC Boulevard	E52		
04/27/22	LAC22139898	INVO	651 - Smoke scare, odor of smoke	CUDAHY VERNON CA 90058	CUDAHY Avenue	E163		
04/27/22	LAC22139980	INJA	300 - Rescue, EMS incident, other	6062 South ALCOA VERNON CA 90058	6062 South ALCOA Avenue	E13		
04/27/22	LAC22140212	SZR	300 - Rescue, EMS incident, other	4516 LOMA VISTA VERNON CA 90058	4516 LOMA VISTA Avenue	S13		
04/27/22	LAC22140301	ALRA	744 - Detector activation, no fire - unintentional	2503 East VERNON VERNON CA 90058	2503 East VERNON Avenue	E52		
04/27/22	LAC22140401	ALRWF	600 - Good intent call, other	4988 CORONA VERNON CA 90058	4988 CORONA Avenue	E13		
04/28/22	LAC22140820	FLOOD	700 - False alarm or false call, other	2900 AYERS VERNON CA 90023	2900 AYERS Avenue			
04/29/22	LAC22141968	TCB	321 - EMS call, excluding vehicle accident with injury	St South DOWNEY VERNON CA 90058	St South DOWNEY Road	E13		
04/29/22	LAC22142094	MISC1	150 - Outside rubbish fire, other	4415 BANDINI VERNON CA 90023	4415 BANDINI Boulevard	Q27		
04/29/22	LAC22142151	EMS	321 - EMS call, excluding vehicle accident with injury	5400 South ALCOA VERNON CA 90058	5400 South ALCOA Avenue	S13		
04/29/22	LAC22142159	BLEEDA	321 - EMS call, excluding vehicle accident with injury	2828 South ALAMEDA VERNON CA 90058	2828 South ALAMEDA Street	E52		
04/29/22	LAC22142360	SPILL	600 - Good intent call,	4020 BANDINI VERNON	4020 BANDINI	E50		

APRIL 2022 CITY DETAILS

[illegible]



COUNTY OF LOS ANGELES FIRE DEPARTMENT

CITY OF VERNON STATISTICS

APRIL 2022 TYPES AND TOTALS

Cad Initial	Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
Basic Incident Type Category (FD1.21): (None)						
	ALRA		1			
	ALRWF		1			
	EMS		1			
			Total: 3	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 1 - Fire						
	ALRWF	100 - Fire, other	1			
	GRS	150 - Outside rubbish fire, other	2	\$0	0	
	GRS	151 - Outside rubbish, trash or waste fire	2	\$0	0	
	MISC1	100 - Fire, other	1			
	MISC1	150 - Outside rubbish fire, other	3			
	RUB	150 - Outside rubbish fire, other	2	\$0	0	
	STRC	100 - Fire, other	1			
	TREE	140 - Natural vegetation fire, other	1			
	TREE	143 - Grass fire	1			
	VEH	130 - Mobile property (vehicle) fire, other	1	\$0	0	
	VEHL	118 - Trash or rubbish fire, contained	1			
			Total: 16	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
	ABDA	300 - Rescue, EMS incident, other	1			
	ALLERGY	321 - EMS call, excluding vehicle accident with injury	3			
	ARREST	321 - EMS call, excluding vehicle accident with injury	1			
	ASSLTB	321 - EMS call, excluding vehicle accident with injury	1			
	BEHAVB	321 - EMS call, excluding vehicle accident with injury	1			
	BLEEDA	321 - EMS call, excluding vehicle accident with injury	1			
	CP	321 - EMS call, excluding vehicle accident with injury	2			
	DB	321 - EMS call, excluding vehicle accident with injury	3			
	EMS	321 - EMS call, excluding vehicle accident with injury	5			
	INJA	300 - Rescue, EMS incident, other	1			
	INJA	321 - EMS call, excluding vehicle accident with injury	4			
	OD	321 - EMS call, excluding vehicle accident with injury	1			

CITY OF VERNON STATISTICS
APRIL 2022 TYPES AND TOTALS

Cad Initial Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
SICKA	320 - Emergency medical service, other	1			
SICKA	321 - EMS call, excluding vehicle accident with injury	5			
SICKB	321 - EMS call, excluding vehicle accident with injury	1			
SZR	300 - Rescue, EMS incident, other	1			
SZR	321 - EMS call, excluding vehicle accident with injury	2			
TCA	321 - EMS call, excluding vehicle accident with injury	4			
TCA	322 - Motor vehicle accident with injuries	2			
TCB	321 - EMS call, excluding vehicle accident with injury	5			
TCB	322 - Motor vehicle accident with injuries	4			
TCB	324 - Motor vehicle accident with no injuries.	1			
TCP	321 - EMS call, excluding vehicle accident with injury	1			
UNC	321 - EMS call, excluding vehicle accident with injury	3			
		Total: 54	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 5 - Service Call					
ALRWF	522 - Water or steam leak	2			
		Total: 2	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 6 - Good Intent Call					
ALRA	600 - Good intent call, other	2			
ALRA	611 - Dispatched and cancelled en route	1			
ALRAR	611 - Dispatched and cancelled en route	1			
ALREMS	611 - Dispatched and cancelled en route	1			
ALRMAN	600 - Good intent call, other	1			
ALRMAN	611 - Dispatched and cancelled en route	1			
ALRWF	600 - Good intent call, other	2			
ALRWF	611 - Dispatched and cancelled en route	6			
ALRWFR	611 - Dispatched and cancelled en route	1			
EMS	600 - Good intent call, other	2			
INVO	600 - Good intent call, other	2			
INVO	611 - Dispatched and cancelled en route	1			
INVO	622 - No incident found on arrival at dispatch address	1			
INVO	650 - Steam, other gas mistaken for smoke, other	1			
INVO	651 - Smoke scare, odor of smoke	1			
MISC1	600 - Good intent call, other	2			
MISC1	611 - Dispatched and cancelled en route	1			
PA	611 - Dispatched and cancelled en route	1			
RUB	611 - Dispatched and cancelled en route	1			

CITY OF VERNON STATISTICS
APRIL 2022 TYPES AND TOTALS

Cad Initial	Cad Incident Type Description	Basic Incident Type Code And Description (FD1.21)	Number of incidents	Property Loss	Content Loss	Acres Burned
SPILL		600 - Good intent call, other	1			
TCA		600 - Good intent call, other	3			
TCA		611 - Dispatched and cancelled en route	1			
TCB		600 - Good intent call, other	3			
UNC		611 - Dispatched and cancelled en route	2			
			Total: 39	Total: \$0	Total: 0	Total: 0
Basic Incident Type Category (FD1.21): 7 - False Alarm & False Call						
ALRA		700 - False alarm or false call, other	2			
ALRA		735 - Alarm system sounded due to malfunction	2			
ALRA		744 - Detector activation, no fire - unintentional	2			
ALRA		745 - Alarm system activation, no fire - unintentional	1			
ALRAR		735 - Alarm system sounded due to malfunction	1			
ALRWF		700 - False alarm or false call, other	2			
ALRWF		735 - Alarm system sounded due to malfunction	2			
FLOOD		700 - False alarm or false call, other	1			
			Total: 13	Total: \$0	Total: 0	Total: 0
			Total: 127	Total: \$0	Total: 0	Total: 0

City Council Agenda Item Report

Submitted by: Donna Aggers
Submitting Department: Police Department
Meeting Date: June 21, 2022

SUBJECT

Police Department Activity Report

Recommendation:

Receive and file the April 2022 Police Department Activity Report.

Background:

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

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Police Department Activity Report - April 2022](#)

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 04/01/2022

Jurisdiction: VERNON

Last Date: 04/30/2022

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
10-6	OFFICER IS 10-6 C7,961,962,10-10, WASH, EQUIP	222	206
10-96C	10-96 CHARLES (CITY HALL SECURITY CHECK)	10	10
10-96H	PICK UP THE JAIL PAPER WORK FROM HP JAIL	3	3
140	SUPPLEMENTAL REPORT	7	6
166R	COURT ORDER VIOLATION REPORT	3	2
20001	INJURY HIT AND RUN	7	2
20002	NON-INJURY HIT AND RUN	5	2
20002R	NON-INJURY HIT AND RUN REPORT	15	10
211S	SILENT ROBBERY ALARM	8	2
242	BATTERY	3	1
242R	BATTERY REPORT	8	4
273.5	DOMESTIC VIOLENCE	9	2
273.5R	DOMESTIC VIOLENCE REPORT	5	3
415	DISTURBING THE PEACE	28	12
417	BRANDISHING A WEAPON	4	1
417R	BRANDISHING A WEAPON REPORT	3	1
422R	TERRORIST THREATS REPORT	5	4
459	BURGLARY	2	1
459A	AUDIBLE BURGLARY ALARM	365	213
459R	BURGLARY REPORT	13	6
459S	SILENT BURGLARY ALARM	15	7
459VR	BURGLARY TO A VEHICLE REPORT	9	6
476R	FRAUD REPORT	12	7
484	PETTY THEFT	11	5
484R	PETTY THEFT REPORT	17	9
487R	GRAND THEFT REPORT	13	9
503	EMBEZZLEMENT	2	1
503R	EMBEZZLEMENT REPORT	1	1
5150	SUBJECT WITH MENTAL DISABILITIES	3	1
586	PARKING PROBLEM	67	60
586E	PARKING ENFORCEMENT	2	1
594	VANDALISM	18	6

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 04/01/2022

Jurisdiction: VERNON

Last Date: 04/30/2022

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
594R	VANDALISM REPORT	19	12
602	TRESPASS	95	40
653M	ANNOYING PHONE CALLS	1	1
901	UNKNOWN INJURY TRAFFIC COLLISION	7	2
901T	INJURY TRAFFIC COLLISION	43	13
901TR	INJURY TRAFFIC COLLISION REPORT	4	2
902T	NON-INJURY TRAFFIC COLLISION	100	56
902TR	NON-INJURY TRAFFIC COLLISION REPORT	6	2
909C	TRAFFIC CONTROL	4	3
909E	TRAFFIC ENFORCEMENT	27	24
909T	TRAFFIC HAZARD	10	7
911	911 MISUSE / HANGUP	9	5
911A	CONTACT THE REPORTING PARTY	31	23
917A	ABANDONED VEHICLE	12	8
920PR	LOST PROPERTY REPORT	1	1
925	SUSPICIOUS CIRCUMSTANCES	111	49
927	UNKNOWN TROUBLE	3	1
A207R	ATTEMPT KIDNAPPING REPORT	1	1
A459R	ATTEMPT BURGLARY REPORT	2	1
A484	ATTEMPT PETTY THEFT	2	1
AGTA	ATTEMPT GRAND THEFT AUTO	1	1
AGTAR	ATTEMPT GRAND THEFT AUTO REPORT	1	1
ASSISTFD	ASSIST FIRE DEPARTMENT	27	18
BOSIG	BROKEN SIGNAL OR LIGHT	5	2
BOVEH	BROKEN DOWN VEHICLE	23	16
DET	DETECTIVE INVESTIGATION	66	36
DETAIL	DETAIL	8	7
DPTAST	DEPARTMENTAL ASSIST	17	8
DUI	DRIVING UNDER THE INFLUENCE	2	2
FILING	OFFICER IS 10-6 REPORT WRITING	118	116
FOUND	FOUND PROPERTY REPORT	3	3
FU	FOLLOW UP	11	9

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 04/01/2022

Jurisdiction: VERNON

Last Date: 04/30/2022

<i>Department</i>	<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
<i>Type</i>	<i>Description</i>		
VPD			
GTAR	GRAND THEFT AUTO REPORT	37	25
HBC	HAILED BY A CITIZEN	9	6
KTP	KEEP THE PEACE	9	4
LOCATE	LOCATED VERNON STOLEN VEHICLE / PLATES VI	5	4
LOJACK	LOJACK HIT	4	4
LPR	LICENSE PLATE READER	4	4
MISPLOCATE	LOCATED MISSING PERSON REPORT	1	1
MR60	MISC REPORT	10	3
PANIC ALARM	PANIC ALARM/DURESS ALARM	10	3
PAPD	PUBLIC ASSIST-POLICE	17	11
PATCK	PATROL CHECK	254	223
PEDCK	PEDESTRIAN CHECK	73	40
PLATE	LOST OR STOLEN PLATES REPORT	7	3
PRSTRAN	PRISONER TRANSPORTED	9	7
REC	RECOVERED STOLEN VEHICLE IN THE FIELD	35	15
RECKLESS DF	RECKLESS DRIVING (23103)	10	6
REPO	REPOSSESSION	1	1
ROADRAGE	ROAD RAGE	2	1
RR	RAIL ROAD PROBLEM	1	1
SPEED	SPEED CONTEST OR SPEEDING (23109)	1	1
SRMET	SRMET DETAIL	54	53
TRAFFIC STO	TRAFFIC STOP	220	188
TRAINING	TRAINING TEST CALL	4	3
UNATTACHED	UNATTACHED TRAILER	2	2
VCK	VEHICLE CHECK	110	95
VEH RELEASE	VEHICLE RELEASE	4	4
VMCVIO	VERNON MUNICIPAL CODE VIOLATION	2	1
WARRANT	WARRANT ARREST	2	2
WELCK	WELFARE CHECK	76	29

Department: 2638 1815

VERNON POLICE DEPARTMENT

Department Activity Report

First Date: 04/01/2022

Last Date: 04/30/2022

Jurisdiction: VERNON

<i>Department</i>		<i>Complaint</i>	<i>All Units</i>	<i>Primary Unit</i>
	<i>Type</i>	<i>Description</i>		

Overall: 2638 1816

VERNON POLICE DEPARTMENT

Police Activity Report

Period Ending: 4/30/22

TRAFFIC COLLISIONS

	<u>NO.</u>
TOTAL	42
NON-INJURY	28
INJURY	14
Persons Injured	21
Pedestrian	0
Fatalities	1
City Property Damage	9
Hit & Run (Felony)	2
Hit & Run (Misdemeanor)	8

PROPERTY RECOVERED

VEHICLES: \$526,500

VEHICLES STORED

Unlicensed Driver/Impounded Vehicle	11
Unattached Trailer	3
Abandoned/Stored Vehicle	18
Traffic Hazard	0

PROPERTY RECOVERED FOR OTHER DEPARTMENTS

VEHICLES: \$72,000

CITATIONS

Citations Iss (Prisoner Release)	20
Citations Iss (Other Violations)	0
Parking	102
Hazardous	64
Non-Hazardous	90
Citations Iss (Moving)	154
Citations Iss (Total)	256

CASES CLEARED BY ARREST

AR22-056	CR22-0567	14601.2 VC	AR22-072	CR22-0658	591 PC
AR22-057	CR22-0571	594(A)(1) PC	AR22-073	CR22-0662	14601.2(A) VC
AR22-058	CR22-0568	273.5 PC	AR22-074	CR22-0664	10851(A) VC
AR22-060	CR22-0578	14601.2(A) VC	AR22-075	CR22-0670	422 PC
AR22-061	CR22-0581	23247(E) VC	AR22-076	CR22-0676	484(A) PC
AR22-062	CR22-0583	594 PC	AR22-077	CR22-0679	594 PC
AR22-063	CR22-0582	417 PC	AR22-078	CR22-0682	245 PC
AR22-065	CR22-0619	369(I) PC	AR22-079	CR22-0699	243(D) PC
AR22-066	CR22-0619	369(I) PC	AR22-080	CR22-0706	10851(A) VC
AR22-067	CR22-0624	23109(A) VC	AR22-081	CR22-0710	148(A)(1) PC
AR22-070	CR22-0643	484(A) PC	AR22-082	CR22-0711	20001 VC
AR22-071	CR22-0648	10851(A) VC			

VERNON POLICE DEPARTMENT
REPORT FOR PERSONS ARRESTED
 PERIOD ENDING: 4/30/2022

ADULT FELONY ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ARSON			
ASSAULT		1	
BURGLARY (& ATTEMPTED)			
CORPORAL INJURY ON SPOUSE/COHABITANT	1		
DRIVING UNDER THE INFLUENCE w/ INJURY		1	
EMBEZZLEMENT			
GRAND THEFT: AUTO (& ATTEMPTED)	3		
GRAND THEFT: PROPERTY (& ATTEMPTED)			
HIT/RUN			
PAROLE HOLD			
POSSESSION OF STOLEN PROPERTY			
RESISTING/OBSTRUCTING			
SEXUAL BATTERY			
VANDALISM			
WARRANT (VERNON)	2		
WARRANT (OUTSIDE AGENCY)	1		
WEAPONS	1		
TOTAL FELONY ARRESTS	8	2	10

ADULT MISDEMEANOR ARRESTS AND DISPOSITIONS			
	MALE	FEMALE	TOTAL
ASSAULT	1		
CARRY LOADED FIREARM PERSON/VEH			
DISPLAY UNLAWFUL VEH REGISTRATION			
DRIVING WITH SUSPENDED LICENSE	3		
DRUNK IN PUBLIC			
DUI	2		
HIT/RUN			
MAIL THEFT			
OPERATE VEHICLE W/O INTERLOCK DEV	1		
PETTY THEFT	2		
POSSESSION OF NARCOTICS			
POSSESSION OF PARAPHERNALIA			
POSSESSION OF STOLEN PROPERTY			
POSSESSION OF SUBT SIMILAR TO TOLUENE			
RESISTING/OBSTRUCTING	1		
SPEED CONTEST	1		
THREATS	1		
THROW SUBSTANCE AT VEHICLE			
TRESPASSING	2		
UNDETECTABLE FIREARM			
VANDALISM	4		
WARRANT (OUTSIDE AGENCY)			
WARRANT (VERNON)			
TOTAL MISD. ARRESTS	18	0	18

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

TOTAL FELONY ARRESTS (ADULT) TO DATE:	34
TOTAL MISDEMEANOR ARRESTS (ADULT) TO DATE:	47
TOTAL JUVENILES DETAINED (FELONY AND MISDEMEANOR) TO DATE:	0
TOTAL ARRESTS AND DETAINED JUVENILES (FELONY AND MISDEMEANOR) TO DATE:	0

VERNON POLICE DEPARTMENT

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

First Date: 04/01/2022

Jurisdiction: VERNON

Last Date: 04/01/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220406402												
	RPT	04/01/2022	05:46:24	ANAYA BROTHERS								
		GTAR		3130 LEONIS BL, VERNON								
			VPD	HERNANDEZ,EDV	*40		05:49:16	05:50:11			06:50:27	
									Department	OCA Number	RMS Juris	
									VPD	CR22-0537	CA0197300	
20220406410												
	RPT	04/01/2022	08:54:26	OH TOO								
		487R		5101 PACIFIC BL, VERNON								
			VPD	CERDA,EUGENIO	*47W	08:56:38	08:57:06				08:57:25	
			VPD	CAM,PATRICK	41E		08:57:23	08:57:21			09:44:15	
20220406418												
	RPT	04/01/2022	11:55:12									
		SRMET		5124 PACIFIC BL, VERNON								
			VPD	HERNANDEZ,EDV	*MET1					11:55:12		14:04:32
									Department	OCA Number	RMS Juris	
									VPD	CR22-0540	CA0197300	
20220406420												
	RPT	04/01/2022	12:22:06	AT&T MOBILITY 800 635 6840 4								
	VS	901T		4175 E DISTRICT BL, VERNON								
			VPD	CERDA,PAUL,JR	*44	12:23:22	12:23:23				13:19:03	
			VPD	CAM,PATRICK	41E		12:25:08	12:27:45			13:19:01	
			VPD	CERDA,EUGENIO	47W		12:26:03	12:33:02			13:19:05	
20220406435												
	VREC	04/01/2022	18:59:23	FULLERTON PD								
		REC		2119 E 25TH, VERNON								
			VPD	CAM,PATRICK	*31W					19:31:43		21:15:43

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/02/2022

Jurisdiction: VERNON

Last Date: 04/02/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220406481												
	RPT	04/02/2022	08:26:40	SSS INVESTMENTS								
		GTAR		5025 E SLAUSON AV, VERNON								
			VPD	FLORES,TERESA	*26W	08:32:20	08:41:39				10:22:39	
			VPD	CAM,PATRICK	44	09:27:55					09:29:18	
20220406483												
	RPT	04/02/2022	09:25:03	E DISTRICT BL // DOWNEY RD, VERNON								
		WELCK										
			VPD	REDONA,BRYAN	*41E	09:26:10	09:26:40	09:28:59			10:20:52	
			VPD	FLORES,TERESA	26W		09:29:30	09:31:00			10:04:52	
			VPD	CAM,PATRICK	44		09:29:18	09:31:01				11:44:42
20220406484												
	RPT	04/02/2022	09:39:17	AMERICAN INTEGRATED SERVICES								
	RPCB	459R		2800 E 50TH, VERNON								
			VPD	FLORES,TERESA	*26W	10:22:52	10:34:27					11:05:17
20220406485												
	RPT	04/02/2022	10:33:35									
		20002R		S DISTRICT BL // ATLANTIC BL, VERNON								
			VPD	REDONA,BRYAN	*41E			10:44:35				11:43:44
20220406491												
	RPT	04/02/2022	16:45:12	T-Mobile USA 888-662-4662 opt 4								
		902T		4501 S SANTA FE AV, VERNON								
			VPD	FLORES,TERESA	*26W	16:47:57	16:49:54				17:46:03	
			VPD	REDONA,BRYAN	41E	16:48:37	16:56:33				17:31:57	
			VPD	CAM,PATRICK	44	16:52:11	16:56:35				17:29:27	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/03/2022

Jurisdiction: VERNON

Last Date: 04/03/2022

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20220406524												
	VREC		04/03/2022	05:25:25			UNK					
			REC				5525 S SOTO, VERNON					
				VPD	MADRIGAL,ALFOI		*41E	05:27:50	05:27:51	05:30:05		06:54:44
				VPD	MANNINO,NICHOI		40W			05:30:13		06:54:46
20220406544												
	RPT		04/03/2022	15:02:18			T-Mobile USA 888-662-4662 opt 4					
	VI		902T				S SANTA FE AV // 55TH, VERNON					
				VPD	VILLEGAS,RICHA		*41	15:02:51	15:05:09	15:09:02		18:49:36
				VPD	MADRIGAL,ALFOI		26			18:55:46		18:56:39
				VPD	MACIEL,CYNTHIA		44		15:05:07	15:05:18		19:03:33
				VPD	CERDA,EUGENIO		47			15:09:03		18:55:15
				VPD	ENCINAS,ANTHOI		5D31			16:43:22		19:03:34
				VPD	ONOPA,DANIEL		S5			15:05:27		19:03:34
20220406554												
	CITE		04/03/2022	23:00:36								
	VI		TRAFFIC STOP				S ALAMEDA // VERNON AV, VERNON					
				VPD	GAYTAN,LORENZ		*S7			23:00:38		23:49:06
				VPD	ARANA,ANDRE		31W			23:05:21		00:00:51
				VPD	SALDANA,CARLO		40E	23:00:40	23:00:40			23:05:23

* Denotes Primary Unit

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

First Date: 04/04/2022

Last Date: 04/04/2022

Call Number	Disp	Ten Code	Received Complaint	Caller Address		Unit Time								
						Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20220406611														
RPT	04/04/2022 487R	12:32:50	JOBBER'S 3336 FRUITLAND AV, VERNON			Department VPD	OCA Number CR22-0550	RMS Juris CA0197300						
			VPD	HERNANDEZ,MIG	*47E						12:36:02	12:41:57	13:26:13	
20220406618														
VS	04/04/2022 586	13:19:32	S SUNOL DR // BANDINI BL, VERNON			Department VPD	OCA Number CR22-0551	RMS Juris CA0197300						
			VPD	CEDENO,RUTH	*2P8						13:19:32	14:34:23		
20220406622														
RPT	04/04/2022 SRMET	13:58:45	4305 S SANTA FE AV, VERNON			Department VPD	OCA Number CR22-0552	RMS Juris CA0197300						
			VPD	VELEZ,MARISSA	*MET1						13:58:46	14:37:33		
20220406626														
RPT	04/04/2022 WELCK	14:36:54	VERNON ELEMENTARY SCHOOL 2360 E VERNON AV, VERNON			Department VPD	OCA Number CR22-0553	RMS Juris CA0197300						
			VPD	MACIEL,CYNTHIA	*26						14:37:30	14:38:43	14:53:22	
			VPD	ENCINAS,ANTHOI	5D31							14:40:21		16:06:48
			VPD	OURIQUE,CARLO	5D35							14:40:22		16:06:49
			VPD	VELEZ,MARISSA	MET1						14:37:36	14:38:11		16:06:49

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/05/2022

Jurisdiction: VERNON

Last Date: 04/05/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220406684														
	RPT		04/05/2022	09:32:01	RED CHAMBER									
			20002R		1912 E VERNON AV, VERNON									
				VPD	GODOY,RAYMON	*41E	09:34:47	09:34:54	09:40:22					10:12:51
				VPD	MACIEL,CYNTHIA	26			09:47:44			09:52:11		
20220406695														
	RPT		04/05/2022	12:04:59	SHALOM & SONS									
			140		3090 E 50TH, VERNON									
				VPD	MACIEL,CYNTHIA	*26		12:07:55	12:14:16					12:39:57
20220406717														
	RPT		04/05/2022	16:07:37										
			WARRANT		4305 S SANTA FE AV, VERNON									
				VPD	GODOY,RAYMON	*41E			16:07:37					17:24:21

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/06/2022

Jurisdiction: VERNON

Last Date: 04/06/2022

Call Number	Disp	Ten	Received	Caller								
		Code	Complaint	Address		Unit Time						
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220406758												
	RPT	04/06/2022	07:58:52	JETRO								
		459VR		2300 E 57TH, VERNON								
			VPD	GODOY,RAYMON	*31W		08:10:52	08:18:19				08:47:12
									Department VPD	OCA Number CR22-0555	RMS Juris CA0197300	
20220406759												
	VOID	04/06/2022	08:01:15	ABEL LOPEZ								
		242R		E 50TH // GIFFORD AV, VERNON								
			VPD	VASQUEZ,LUIS	*47W		08:05:14				08:11:48	
			VPD	CERDA,PAUL,JR	44E		08:05:53	08:09:38				09:43:14
20220406765												
	SUP	04/06/2022	09:54:43									
		140		4305 S SANTA FE AV, VERNON								
			VPD	GODOY,RAYMON	*31W	09:57:04	09:57:37	10:07:27			11:12:44	
20220406770												
	RPT	04/06/2022	10:33:24	LACO FIRE STATION 52								
		902T		2850 E VERNON AV, VERNON								
			VPD	VASQUEZ,LUIS	*47W		10:34:31	10:35:36			11:16:41	
20220406772												
	RPT	04/06/2022	10:57:41	BRAND PRODUCE								
		476R		2701 S SANTA FE AV, VERNON								
			VPD	GODOY,RAYMON	*31W		11:12:47	11:16:36				12:08:26
20220406775												
	RPT	04/06/2022	11:43:57	RANCHO FOODS								
		459VR		2528 E 37TH, VERNON								
			VPD	VASQUEZ,LUIS	*47W		12:48:26	12:48:59			13:16:00	
20220406781												
	RPT	04/06/2022	12:43:28	LEVONE RIXTER								
		484R		4611 52D DR, VERNON S/A 122								
									Department VPD	OCA Number CR22-0560	RMS Juris CA0197300	

VERNON POLICE DEPARTMENT

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

First Date: 04/06/2022

Jurisdiction: VERNON

Last Date: 04/06/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220406781														
	RPT		04/06/2022	12:43:28	LEVONE RIXTER									
			484R		4611 52D DR, VERNON S/A 122									
				VPD	GODOY,RAYMON	*31W	13:21:43	13:21:46	13:30:20					13:45:31
				VPD	HERNANDEZ,MIG	32E		13:29:59	13:37:30					13:45:31
20220406794														
	RPT		04/06/2022	15:11:58	PEACOCK CHEESE									
			GTAR		2325 E 55TH, VERNON									
				VPD	GODOY,RAYMON	*31W	15:33:03					15:33:41		
				VPD	HERNANDEZ,MIG	32E		15:33:38	15:53:13					16:51:52
20220406805														
	RPT		04/06/2022	17:32:21	JETRO CASH AND CARRY									
			459VR		2300 E 57TH, VERNON									
				VPD	VASQUEZ,LUIS	*47W	17:37:03	17:37:35	17:41:56					18:15:41
20220406814														
	VS		04/06/2022	22:39:49	T-Mobile USA 888-662-4662 opt 4									
	RPT		PAPD		S ALAMEDA // 37TH, VERNON									
				VPD	ESCOBEDO,ALEX	*40W	22:41:05	22:41:06	22:47:06					00:27:20
				VPD		41		22:41:30	22:52:30			22:55:12		

* Denotes Primary Unit

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

First Date: 04/07/2022

Last Date: 04/07/2022

Call Number	Disp	Ten	Received	Caller	Address	Unit Time					
						Dep	Officer	Unit	Dispatch	Enroute	OnScene
20220406824											
	REPO		04/07/2022	02:34:41	SANTEX						
			REPO		4879 FRUITLAND AV, VERNON						
				VPD	RECORDS BURE/	*RECD					
								02:37:15			02:52:44
20220406835											
	RPT		04/07/2022	07:33:52							
	CITE		VCK		4927 PACIFIC BL, VERNON						
	VI										
				VPD	CERDA,PAUL,JR	*44W			07:33:53		08:36:12
					MR C TOW	MR C TOW	07:37:25	07:37:45	08:06:39		08:36:14
20220406840											
	RPT		04/07/2022	08:38:14	LAM SHENG KEE WEST COAST						
	VREC		GTAR		3390 E SLAUSON AV, VERNON						
				VPD	CERDA,PAUL,JR	*44W	08:42:46	08:43:08			09:11:27
				VPD	VASQUEZ,LUIS	47E		09:08:28	09:13:44		10:16:14
20220406853											
	RPT		04/07/2022	12:39:31	EL TENAMPA						
			273.5R		4903 S SANTA FE AV, VERNON						
				VPD	CERDA,PAUL,JR	*44W	12:42:08	12:42:38	12:48:43		15:44:29
				VPD	RAMOS,JOSE	5D33			14:26:50		15:44:29
				VPD	VELEZ,MARISSA	5D34			13:22:37		13:54:11
20220406856											
	1015		04/07/2022	13:24:48							
	CITE		TRAFFIC STOP		BANDINI BL // SIERRA PINE AV, VERNON						
	SRVD										
	RPT										
				VPD	MACIEL,CYNTHIA	*41E			13:24:48		14:10:21
				VPD	VASQUEZ,LUIS	47E		13:44:56	13:55:40		14:10:29

20220406859

VERNON POLICE DEPARTMENT

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

First Date: 04/07/2022

Jurisdiction: VERNON

Last Date: 04/07/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220406859														
	RPT		04/07/2022	14:05:54	JUANA TORRES FRUITLAND AV // GIFFORD AV, VERNON									
		484R												
				VPD	MACIEL,CYNTHIA	*41E		14:10:24		14:24:33				14:48:34
20220406860														
	VREC		04/07/2022	14:32:07	DMV COMMUNICATIONS 6114 CECILIA, BELL GARDENS									
			LOCATE											
20220406870														
	RPT		04/07/2022	19:01:30	FRANCISCO RODRIGUEZ									
	OR		20002		ALCOA AV // SLAUSON AV, VERNON									
				VPD		*40E		19:03:15		19:17:50				19:45:34
				VPD		22E		19:21:58						19:45:33
				VPD	MADRIGAL,ALFOI	31W				19:23:35				19:45:33
					MR C TOW	MR C TOW	19:18:20	19:18:53		19:23:00				19:45:34

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/08/2022

Jurisdiction: VERNON

Last Date: 04/08/2022

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time					
								Dep	Officer	Unit	Dispatch	Enroute	OnScene
20220406902													
	1015		04/08/2022	02:35:50			NBS CORPORATION						
	RPT		594				3100 SLAUSON, VERNON						
				VPD	MADRIGAL,ALFOI		*31W		02:38:36	02:41:37			03:49:25
				VPD	ESCOBEDO,ALEX		40E			03:12:49			03:49:25
				VPD	LUCAS,JASON		XS			02:41:39			03:49:25
20220406916													
	1015		04/08/2022	07:41:15									
			DET				2349 118TH, LOS ANGELES						
				VPD	ENCINAS,ANTHOI		*5D31			07:41:15			10:57:29
				VPD	RAMOS,JOSE		5D33			07:41:34			10:57:29
				VPD	VELEZ,MARISSA		5D34			07:41:36			10:57:29
20220406924													
	RPT		04/08/2022	09:40:08			JC SALES						
			484R				2840 E 26TH, VERNON						
				VPD	CERDA,EUGENIO		*41	09:42:08	09:42:50	10:06:42			10:16:19
20220406941													
	RPT		04/08/2022	13:56:22			SL HOME FASHION						
			459VR				5601 DOWNEY RD, VERNON						
				VPD	CERDA,PAUL,JR		*44	14:00:55	14:01:40	14:14:51		14:49:27	16:58:47
				VPD	REDONA,BRYAN		32			16:07:36		16:46:27	
				VPD	CAM,PATRICK		48	14:28:02				14:28:04	
20220406947													
	RPT		04/08/2022	15:00:53			ALEX						
	CITE		902T				E 38TH // IRVING, VERNON						
				VPD	CERDA,PAUL,JR		*44	15:02:52	15:03:11			15:04:02	
				VPD	REDONA,BRYAN		32		15:04:00	15:07:56		16:07:31	
20220406950													

VERNON POLICE DEPARTMENT

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

First Date: 04/08/2022

Jurisdiction: VERNON

Last Date: 04/08/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220406950												
	RPT	04/08/2022	16:55:47	HOME PLUS								
		20002R		4461 S SANTA FE AV, VERNON								
			VPD	REDONA,BRYAN	*32	16:57:31	16:57:52	17:03:16				17:52:13
20220406952												
	RPT	04/08/2022	18:14:51	VERNON ELEMENTARY SCHOOL								
		911A		2360 E VERNON AV, VERNON								
			VPD	CERDA,PAUL,JR	*44	18:19:00	18:19:53	18:25:46				18:47:31
20220406954												
	1015	04/08/2022	18:44:18	VERNON CITY HALL								
	RPT	901T		4305 S SANTA FE AV, VERNON								
	VI											
	CITY											
			VPD	REDONA,BRYAN	*32		18:44:28	18:52:11			19:51:43	
			VPD	SALDANA,CARLO	40E			19:03:37			19:03:39	
			VPD	CERDA,EUGENIO	41		18:44:31	18:45:20			22:00:13	
			VPD	CERDA,PAUL,JR	44			18:50:56				22:01:45
			VPD	NEWTON,TODD	47W			19:03:41			20:28:55	
			VPD	LANDA,RAFAEL	48			19:03:43			20:28:12	
			VPD	LUCAS,JASON	XS			19:33:36			20:28:51	
20220406964												
	1015	04/08/2022	22:02:44									
	RPT	TRAFFIC STOP		S SANTA FE AV // 52ND, VERNON								
			VPD	NEWTON,TODD	*47W			22:02:44				22:33:36
			VPD	LANDA,RAFAEL	48			22:10:51				22:33:37
20220406967												
	RPT	04/08/2022	22:59:33	WELL SITE #20								
		487R		4755 E DISTRICT BL, VERNON								
			VPD	LANDA,RAFAEL	*48		23:02:24	23:07:41				23:57:02

VERNON POLICE DEPARTMENT

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

<i>First Date:</i>		04/09/2022										
<i>Jurisdiction:</i>		VERNON										
<i>Last Date:</i>		04/09/2022										
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>	<i>Unit Time</i>							
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20220407018												
	1015		04/09/2022	21:10:38								
	RPT		TRAFFIC STOP		S SOTO // 54TH, VERNON							
			VPD	HERNANDEZ,MIG	*44E			21:10:38			21:45:06	
			VPD	NEWTON,TODD	40		21:10:43				21:10:45	

* Denotes Primary Unit

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

First Date: 04/10/2022

Last Date: 04/10/2022

Call Number	Disp	Ten	Received	Caller		Unit Time						
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407055												
	RPT		04/10/2022	17:09:43	JETRO CASH AND CARRY							
			A207R		2300 E 57TH, VERNON							
				VPD	LANDA,RAFAEL	*47						
								17:12:49				21:45:21

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/11/2022

Jurisdiction: VERNON

Last Date: 04/11/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407068												
	1015	04/11/2022	00:29:18	EVONIK								
	VS	594		3305 E 26TH, VERNON								
	CITY											
	RPT											
			VPD	CERDA,PAUL,JR	*44E	00:31:43	00:32:13	00:34:33			03:10:31	
			VPD	LUCAS,JASON	22W		00:36:52	00:43:46			02:00:51	
			VPD	LANDA,RAFAEL	47	00:31:45	00:36:45	00:39:38			02:31:00	
			VPD	CROSS,JEREMY	S3	00:36:31	00:36:32	00:39:42			02:47:18	
20220407077												
	CITE	04/11/2022	04:53:50	MARIA								
	RPT	902T		E VERNON AV // SOTO ST, VERNON								
			VPD	REDONA,BRYAN	*31W	04:58:20	04:58:42	05:02:58				05:31:52
			VPD	LANDA,RAFAEL	47		05:06:09	05:08:24			05:25:17	
20220407079												
	RPT	04/11/2022	05:38:08	T-Mobile USA 888-662-4662 opt 4								
	OR	902T		DOWNEY RD // DISTRICT BL, VERNON								
			VPD	LANDA,RAFAEL	*47		05:41:00	05:44:39			06:26:03	
			VPD	REDONA,BRYAN	31W		05:46:21	05:56:23				06:54:30
20220407111												
	RPT	04/11/2022	09:28:00	EL COWBOY DIST								
		GTAR		3013 BANDINI BL, VERNON								
			VPD	HERNANDEZ,MIG	*47E		09:29:46	09:31:58				10:28:25
20220407139												
	RPT	04/11/2022	12:34:59									
		FOUND		2154 E 51ST, VERNON								
			VPD	CEDENO,RUTH	*2P8			12:35:06				12:36:13
20220407156												

VERNON POLICE DEPARTMENT

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

First Date: 04/11/2022

Jurisdiction: VERNON

Last Date: 04/11/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407156														
	RPT		04/11/2022	14:11:25	ROMEO POWER									
			422R		4380 AYERS AV, VERNON									
				VPD	CERDA,EUGENIO	*41		14:19:06	14:24:54					15:07:10
				VPD	HERNANDEZ,MIG	47E		14:31:37	14:40:41			15:02:44		
20220407160														
	RPT		04/11/2022	15:05:08	COAST PACKING									
			503R		3275 E VERNON AV, VERNON									
				VPD	HERNANDEZ,MIG	*47E		15:07:01	15:11:54					16:01:46
20220407163														
	VREC		04/11/2022	15:25:34	CARLA									
			REC		EXCHANGE AV // DOWNEY RD, VERNON									
				VPD	REDONA,BRYAN	*31W		15:31:18	15:35:45			16:03:09		
20220407168														
	VREC		04/11/2022	16:34:44	ALL MASTER PRODUCTS									
			REC		5051 E SLAUSON AV, VERNON									
				VPD	HERNANDEZ,MIG	*47E		16:39:29	16:49:19			17:43:03		
20220407170														
	RPT		04/11/2022	16:59:28	REX DISTRIBUTOR									
			902T		2850 E 46TH, VERNON									
				VPD	REDONA,BRYAN	*31W			17:05:55			17:32:34		
20220407173														
	RPT		04/11/2022	17:21:34	AT&T MOBILITY 800 635 6840 4									
			901T		E SLAUSON AV // DOWNEY RD, VERNON									
				VPD	REDONA,BRYAN	*31W		17:32:40	17:34:25					18:13:27
				VPD	HERNANDEZ,MIG	47E			17:49:52					18:13:27
20220407174														

VERNON POLICE DEPARTMENT

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

<i>First Date:</i>		04/11/2022										
<i>Jurisdiction:</i>		VERNON										
<i>Last Date:</i>		04/11/2022										
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>								
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>	<i>Unit Time</i>							
			<i>Dep</i>	<i>Officer</i>	<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20220407174												
	VI		04/11/2022	17:50:45								
	CITE		TRAFFIC STOP		DOWNEY RD // SLAUSON AV, VERNON							
	RPT											
			VPD	HERNANDEZ,MIG	*47E			17:50:48				18:55:05
			VPD	REDONA,BRYAN	31W			18:13:46			18:29:21	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/12/2022

Jurisdiction: VERNON

Last Date: 04/12/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407218												
	RPT	04/12/2022	07:50:24									
		MR60			PACIFIC BL // FRUITLAND AV, VERNON							
			VPD	GODOY,RAYMON	*26W	07:50:46	07:50:47	07:55:28				12:03:12
			VPD	CEDENO,RUTH	2P8			10:49:08				12:03:12
			VPD	GENERA,ELISEO	2W45		07:52:32				09:54:23	
			VPD	MADRIGAL,ALFOI	32		07:52:13	07:55:27			09:55:19	
			VPD	VASQUEZ,LUIS	44			07:55:39			10:28:10	
			VPD		47E		08:17:44				08:21:32	
			VPD	ENCINAS,ANTHOI	5D31			08:51:24			09:54:13	
			VPD	HERRERA,GUSTAF	L2	07:53:48	07:54:02	08:46:59			10:22:44	
20220407227												
	RPT	04/12/2022	15:25:27									
	CITY	902T			S SOTO // LEONIS BL, VERNON							
			VPD	CERDA,PAUL,JR	*31E			15:25:34			16:12:54	
20220407228												
	RPT	04/12/2022	15:34:48									
	OR	901TR			S BOYLE AV // SLAUSON AV, VERNON							
			VPD	VASQUEZ,LUIS	*44			15:34:48				17:03:42
			VPD	GODOY,RAYMON	26W		15:45:38	15:54:31			16:40:25	
20220407229												
	RPT	04/12/2022	16:00:30									
		GTAR			SWEET RAIN 2615 FRUITLAND AV, VERNON							
			VPD	GODOY,RAYMON	*26W	16:40:47	16:40:51	16:46:32			18:06:34	
20220407234												
	1015	04/12/2022	16:37:05									
	RPT	DET			HOOVER // 32, VERNON							
			VPD	ENCINAS,ANTHOI	*5D31			16:37:05				20:17:29
			VPD	SWINFORD,PHILL	5D32			16:56:08				20:17:29

VERNON POLICE DEPARTMENT

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

First Date: 04/12/2022

Jurisdiction: VERNON

Last Date: 04/12/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407234														
	1015		04/12/2022	16:37:05										
	RPT		DET		HOOVER // 32, VERNON									
					VPD	RAMOS,JOSE				16:56:10				20:17:30
20220407236														
	RPT		04/12/2022	16:48:37		ACE PAYMENTECH								
			459R			2833 LEONIS BL, VERNON S/A 115								
					VPD	CERDA,PAUL,JR		*31E		16:52:25	16:58:31			17:41:32
					VPD	GODOY,RAYMON		26W			17:03:46			17:22:48
					VPD	VASQUEZ,LUIS		44		17:03:48	17:05:46			17:19:49
					VPD	HERRERA,GUSTAF		L2		16:52:31	16:58:37			17:21:12
20220407240														
	RPT		04/12/2022	19:13:23		MCDONALDS								
			5150			3737 S SOTO, VERNON								
					VPD			*32W		19:15:40	19:18:01			20:18:47
					VPD			47			19:19:59			19:37:56
					VPD	SANTOS,DANIEL		S1			19:19:15			19:34:21

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/13/2022

Jurisdiction: VERNON

Last Date: 04/13/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407292												
	RPT	04/13/2022	10:07:56	VERNON FIRE STATION 3								
		GTAR		2800 S SOTO, VERNON								
			VPD	VASQUEZ,LUIS	*47W	10:10:25	10:10:53	10:13:24			10:23:29	
			VPD	HERNANDEZ,MIG	44E	10:43:12	10:43:13	10:50:58			11:47:43	
20220407294												
	RPT	04/13/2022	10:34:14	ASHA JONES								
		902T		S DISTRICT BL // ATLANTIC BL, VERNON								
			VPD	GODOY,RAYMON	*32E	10:43:19	10:43:43	10:50:50				11:41:24
			VPD	MACIEL,CYNTHIA	31W		11:04:35	11:07:57				11:41:24
			VPD	HERNANDEZ,MIG	44E		11:04:42				11:08:47	
			VPD	VASQUEZ,LUIS	47W		11:04:37	11:07:55				11:41:24
			VPD	SOUSA,ROBERTC	C1		11:02:31				11:05:06	
20220407306												
	RPT	04/13/2022	13:07:18	FLOW COLD STORAGE								
		902T		2380 E 57TH, VERNON								
			VPD	MACIEL,CYNTHIA	*31W	13:11:20	13:11:20				13:12:24	
			VPD	VASQUEZ,LUIS	47W		13:12:09	13:21:09			13:12:19	13:59:19
20220407320												
	RPT	04/13/2022	16:32:06	DAN								
	VI	902T		E VERNON AV // DOWNEY RD, VERNON								
	CITE											
	CITY											
			VPD	HERNANDEZ,MIG	*44E	16:33:22	16:34:14	16:34:53				18:28:10
			VPD	GODOY,RAYMON	32E			16:38:08			18:10:31	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/14/2022

Jurisdiction: VERNON

Last Date: 04/14/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407332														
	RPT		04/14/2022	00:28:59										
		GTAR			SEVILLE AV // 45TH, VERNON									
			VPD	ESCOBEDO,ALEX	*44W	00:29:24	00:29:29	00:34:00						01:08:36
20220407356														
	RPT		04/14/2022	07:12:31	TMOBILE									
		487R			4900 S SOTO, VERNON									
			VPD	MACIEL,CYNTHIA	*31W	07:36:34	07:37:05					07:39:18		
			VPD	REDONA,BRYAN	41W			08:18:58				08:30:14		
			VPD	CAM,PATRICK	47E		07:39:16	07:40:39						08:41:16
20220407373														
	RPT		04/14/2022	10:17:15	DON CORDOVA									
	1015		WELCK		S SANTA FE AV // VERNON AV, VERNON									
			VPD	CERDA,PAUL,JR	*44E	10:18:29	10:19:01	10:22:13				10:57:18		
			VPD	MACIEL,CYNTHIA	31W			10:51:10				10:51:12		
			VPD	REDONA,BRYAN	41W		10:29:30	10:30:20				10:47:13		12:07:17
			VPD	GAYTAN,LORENZ	S7		10:25:03					10:44:53		
20220407375														
	RPT		04/14/2022	10:44:50										
	VI		WELCK		E 45TH // SEVILLE AV, VERNON									
			VPD	GAYTAN,LORENZ	*S7			10:44:53				13:45:17		
			VPD	MACIEL,CYNTHIA	31W			10:51:15				13:46:23		
			VPD	REDONA,BRYAN	41W		10:47:16	13:56:48				14:29:24		
			VPD	CERDA,PAUL,JR	44E			10:57:22				11:34:20		
			VPD	CAM,PATRICK	47E		10:46:00	10:49:46				14:29:27		
			VPD	SWINFORD,PHILL	5D32		10:53:40	10:54:27				13:44:21		
			VPD	RAMOS,JOSE	5D33		10:49:02	10:54:30				13:44:27		
			VPD	VELEZ,MARISSA	5D34		10:53:42	10:54:32				13:44:30		
			VPD	PEREZ,NICK	L1			10:49:09				12:11:58		
			VPD	HERRERA,GUSTAF	L2			10:53:15				13:02:39		
				MR C TOW	MR C TOW	14:00:30	14:00:53	14:14:11				14:25:14		

VERNON POLICE DEPARTMENT

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

First Date: 04/14/2022

Jurisdiction: VERNON

Last Date: 04/14/2022

Call Number	Disp	Ten	Received	Complaint	Caller	Address	Unit Time							
							Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive
20220407375														
	RPT		04/14/2022	10:44:50										
	VI		WELCK			E 45TH // SEVILLE AV, VERNON								
					USTOW		US TOW	13:20:43	13:20:45	13:29:08			13:51:15	
20220407381														
	RPT		04/14/2022	15:16:42		GABRIEL GONZALEZ								
			459VR			E 46TH // ALCOA AV, VERNON								
					VPD	CAM,PATRICK	*47E	15:23:11	15:25:04	15:37:12				16:29:24
20220407383														
	RPT		04/14/2022	16:37:20		BEN								
	VI		901TR			ROSS // 38TH, VERNON								
	CITE													
					VPD	CAM,PATRICK	*47E	16:38:42		17:09:45			17:25:00	
					VPD	CERDA,PAUL,JR	44E	16:39:21	16:39:21	16:45:54				18:28:44
						USTOW	US TOW	18:00:06	18:02:27	18:15:05				18:28:44
20220407391														
	RPT		04/14/2022	19:04:29		LINEAGE								
			GTAR			3211 E 44TH, VERNON								
					VPD		*40W		19:10:06				19:17:35	
					VPD	MANNINO,NICHOI	40E			19:17:33				19:45:28
20220407393														
	RPT		04/14/2022	19:21:38										
			20002R			SANTA FE//37TH, VERNON								
					VPD	NEWTON,TODD	*44W			19:21:38				19:41:08

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/15/2022

Jurisdiction: VERNON

Last Date: 04/15/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407407												
	RPT	04/15/2022	03:28:43	IQ PRODUCE								
		GTAR		4604 E 48TH, VERNON								
			VPD	MANNINO,NICHOI	*40E	03:31:29		03:34:20				03:56:58
									Department	OCA Number	RMS Juris	
									VPD	CR22-0612	CA0197300	
20220407412												
	RPT	04/15/2022	05:41:20	ARMANDO								
		602		E DISTRICT BL // CORONA AV, VERNON								
			VPD	NEWTON,TODD	*44W	05:42:55		05:57:14			06:18:04	
			VPD	MANNINO,NICHOI	40E	05:46:34					05:46:42	
			VPD	HERNANDEZ,EDV	47	05:42:57		05:51:41			05:43:57	06:23:32
20220407413												
	RPT	04/15/2022	05:43:04	T-Mobile USA 888-662-4662 opt 4								
		417R		4555 EVERETT AV, VERNON								
			VPD	NEWTON,TODD	*44W	05:44:03					05:47:43	
			VPD	MANNINO,NICHOI	40E			05:46:46			07:46:06	
			VPD	HERNANDEZ,EDV	47	05:44:04		05:47:28			05:51:38	
20220407428												
	RPT	04/15/2022	11:13:57	ARMANDO TELLEZ								
		20002R		SIERRA PINE AV // 26TH, VERNON								
			VPD	REDONA,BRYAN	*32E	11:16:48	11:17:10	11:22:13				11:55:47
20220407440												
	RPT	04/15/2022	15:11:42	DANIEL								
		902T		2788 E VERNON AV, VERNON								
			VPD	CERDA,EUGENIO	*41W	15:25:21	15:25:22	15:31:11				16:28:41
20220407445												
	RPT	04/15/2022	17:13:41	MARIA DURAN								
	OR	20002R		4560 LOMA VISTA AV, VERNON								
			VPD	REDONA,BRYAN	*32E	17:16:12	17:16:13	17:24:28			17:57:45	
			VPD	CERDA,EUGENIO	41W		17:16:15	17:24:32				18:24:52

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

First Date: 04/15/2022

Last Date: 04/15/2022

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220407445													
	RPT		04/15/2022	17:13:41	MARIA DURAN								
	OR		20002R		4560 LOMA VISTA AV, VERNON								
				VPD	CERDA,PAUL,JR	44	17:35:37		17:41:47			17:43:38	
20220407449													
	RPT		04/15/2022	17:37:10	ARELY MARTINEZ								
			GTAR		E 55TH // SANTA FE AV, VERNON								
				VPD	CERDA,PAUL,JR	*44	17:43:41		17:50:29			18:53:29	

VERNON POLICE DEPARTMENT

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

First Date: 04/16/2022

Jurisdiction: VERNON

Last Date: 04/16/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407471												
	1015		04/16/2022	02:11:16								
	RPT		PATCK	E 26TH // SANTA FE AV, VERNON								
	CITE											
				VPD LUCAS,JASON	*22W			02:11:16			02:45:21	
				VPD ARANA,ANDRE	38E		02:11:53	02:14:46			02:53:46	
				VPD NEWTON,TODD	40	02:11:18	02:11:19	02:14:39			02:41:02	
				VPD CROSS,JEREMY	S3		02:11:34	02:12:42				02:56:49
20220407472												
	VREC		04/16/2022	02:45:16								
			REC	3200 E WASHINGTON BL, VERNON								
				VPD NEWTON,TODD	*40			02:45:16			03:33:44	
				VPD LUCAS,JASON	22W		02:45:23				02:53:42	
20220407473												
	VREC		04/16/2022	03:29:58								
	RPT		REC	EVERETT AV // 49TH, VERNON								
				VPD LUCAS,JASON	*22W			03:29:58				04:52:16
				VPD ARANA,ANDRE	38E		03:30:01	03:33:50			04:24:06	
				VPD NEWTON,TODD	40		03:33:49	03:38:16			04:08:11	
				VPD CROSS,JEREMY	S3		03:32:01	03:35:22				04:52:17
20220407514												
	RPT		04/16/2022	19:33:56	THERMO KING							
			476R	6118 ALCOA AV, VERNON								
				VPD LUCAS,JASON	*22			19:35:19				20:06:44
20220407515												
	RPT		04/16/2022	20:01:31	FARHAN ENTERPRISES							
	VREC		459A	2916 S SANTA FE AV, VERNON								
				VPD ARANA,ANDRE	*38W	20:02:46	20:03:02	20:05:29			22:51:40	
				VPD NEWTON,TODD	1Z8			20:33:03			21:45:00	
				VPD LUCAS,JASON	22			20:06:46			22:51:39	

VERNON POLICE DEPARTMENT

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

First Date: 04/16/2022

Jurisdiction: VERNON

Last Date: 04/16/2022

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407515															
	RPT		04/16/2022	20:01:31	FARHAN ENTERPRISES										
	VREC		459A		2916 S SANTA FE AV, VERNON										
				VPD	MADRIGAL,ALFOI	40E	20:02:49	20:03:04	20:07:32				21:33:58		
				VPD	CROSS,JEREMY	S3			20:05:43				21:44:50		

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/17/2022

Jurisdiction: VERNON

Last Date: 04/17/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407529												
	RPT	04/17/2022	03:40:48	HPPD								
		902T		STATE // GAGE, HUNTINGTON PARK								
			VPD	CROSS,JEREMY	*S3			03:42:51				04:23:49
			VPD	ARANA,ANDRE	38W			03:43:12				04:23:48
			VPD	MADRIGAL,ALFOI	40E	03:42:53	03:42:54	03:42:55				04:23:49
20220407550												
	1015	04/17/2022	15:45:33									
	CITE	TRAFFIC STOP		DOWNEY RD // WASHINGTON BL, VERNON								
	VS											
	RPT											
			VPD	MACIEL,CYNTHIA	*32E			15:45:33			16:33:45	
			VPD	CAM,PATRICK	41W		15:51:54	15:56:17			16:32:54	
20220407551												
	VREC	04/17/2022	16:31:20									
		REC		5637 S DISTRICT BL, VERNON								
			VPD	MACIEL,CYNTHIA	*32E	16:33:48		16:40:49			17:38:59	
			VPD	CAM,PATRICK	41W	16:33:49		16:39:22			19:47:40	
			VPD	CERDA,EUGENIO	44	16:41:11		16:48:28			18:43:27	
			VPD	VILLEGAS,RICHA	XS			16:51:28			18:43:15	
20220407557												
	RPT	04/17/2022	19:15:00									
		GTAR		E 46TH // SEVILLE AV, VERNON								
			VPD	MADRIGAL,ALFOI	*40W	19:17:32	19:17:33	19:19:25			19:39:27	
			VPD	SALDANA,CARLO	44		19:18:13	19:23:40				20:27:26
20220407558												
	VREC	04/17/2022	19:38:41									
		REC		3225 E WASHINGTON BL, VERNON								
			VPD	ARANA,ANDRE	*38E			19:38:42			20:19:21	
			VPD	MADRIGAL,ALFOI	40W		19:39:32	19:42:24			19:55:33	

VERNON POLICE DEPARTMENT

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

First Date: 04/17/2022

Jurisdiction: VERNON

Last Date: 04/17/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407558												
	VREC	04/17/2022	19:38:41									
		REC		3225 E WASHINGTON BL, VERNON								
			VPD	DISPATCH	DISP			20:30:07				20:50:45
			VPD	CROSS,JEREMY	S3			19:42:15			19:49:20	
20220407560												
	1015	04/17/2022	19:55:23									
	VI	TRAFFIC STOP		3300 E VERNON AV, VERNON								
	RPT											
			VPD	CROSS,JEREMY	*S3			19:55:24			21:07:42	
			VPD	ARANA,ANDRE	38E			20:24:41			20:26:33	
			VPD	MADRIGAL,ALFOI	40W		19:55:35	19:57:35				21:45:53
			VPD	SALDANA,CARLO	44			20:27:30			21:01:42	
20220407574												
	ASST	04/17/2022	23:12:19									
	RPT	WELCK		E VERNON AV // SANTA FE AV, VERNON								
			VPD	ARANA,ANDRE	*38E	23:14:41	23:14:42	23:19:06				23:43:22
			VPD	MADRIGAL,ALFOI	40W			23:20:00				23:43:23
			VPD	SALDANA,CARLO	44		23:15:57	23:16:33				23:57:19

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/18/2022

Jurisdiction: VERNON

Last Date: 04/18/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407586												
	RPT	04/18/2022	03:43:10	UNKNOWN								
		459A		2550 S ALAMEDA, VERNON S/A 2544-46								
			VPD	SALDANA,CARLO	*44	03:45:25	03:45:57	03:50:36				06:17:08
			VPD	ARANA,ANDRE	38E	03:45:27	03:45:59	03:52:17			04:28:18	
			VPD	MADRIGAL,ALFOI	40W		03:46:07	03:54:54			04:35:20	
			VPD	CROSS,JEREMY	S3			03:49:24			05:00:56	
20220407596												
	VS	04/18/2022	07:05:02	TOLMASOFF EXT 574								
		UNATTACHEDTR		E 50TH // BOYLE AV, VERNON								
			VPD	CEDENO,RUTH	*2P8	07:06:02	07:21:47	07:26:03				08:41:51
20220407602												
	RPT	04/18/2022	08:38:38	FLORES DESIGN								
		484R		4618 PACIFIC BL, VERNON								
			VPD	GODOY,RAYMON	*44W		08:54:17	09:07:22				09:34:27
20220407607												
	RPT	04/18/2022	09:14:53	MARGARITAS PLACE								
		140		2538 S ALAMEDA, VERNON								
			VPD	VILLEGAS,RICHA	*40	09:15:05	09:15:28	09:25:52				10:19:17
20220407612												
	RPT	04/18/2022	10:01:36	LAPD METRO/ LOPEZ								
	1015	WARRANT		180 N LOS ANGELES ST, VERNON								
			VPD	GODOY,RAYMON	*44W	10:04:24	10:16:35	10:27:39				11:38:52
20220407614												
	RPT	04/18/2022	10:25:59	AMERICAN ELECTRIC								
		476R		4901 FRUITLAND AV, VERNON								
			VPD	MACIEL,CYNTHIA	*41E		10:27:19	10:44:47				11:25:50
20220407619												

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

First Date: 04/18/2022

Last Date: 04/18/2022

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407619															
	RPT		04/18/2022	11:08:35	INTERNANTIONAL TRADING										
			594R		4635 FRUITLAND AV, VERNON										
				VPD	VILLEGAS,RICHA		*40		11:13:12		11:19:51				11:49:24
20220407643															
	VREC		04/18/2022	21:48:50	MR C`S TOW										
	RPT		LOCATE		1200 S BRANNICK AVE, LOS ANGELES										
				VPD	RECORDS BURE/		*RECD				21:53:35				22:18:46

VERNON POLICE DEPARTMENT

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

First Date: 04/19/2022

Jurisdiction: VERNON

Last Date: 04/19/2022

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220407677															
	GOA	04/19/2022	09:08:56	THE HUNDREDS											
	VS	586		3150 E 46TH, VERNON											
			VPD	CEDENO,RUTH		*2P8		10:21:14		10:26:43				12:24:47	
20220407690															
	RPT	04/19/2022	10:54:50	FLORES DESIGN											
		487R		4618 PACIFIC BL, VERNON											
			VPD	VASQUEZ,LUIS/G		*44		10:57:17		11:02:18				11:38:28	
			VPD	VILLEGAS,RICHA		32W		11:02:25					11:06:46		
20220407709															
	RPT	04/19/2022	14:48:13	TACOS EL GAVILAN											
		487R		5182 MALABAR, VERNON											
			VPD	VASQUEZ,LUIS/G		*44		14:50:01		15:02:55				15:33:40	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/20/2022

Jurisdiction: VERNON

Last Date: 04/20/2022

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20220407744														
	OR	04/20/2022	06:17:09											
	RPT	901T	S SANTA FE AV // 38TH, VERNON					Department VPD	OCA Number CR22-0638	RMS Juris CA0197300				
			VPD	HERNANDEZ,EDV	*31W	06:17:41	06:18:00	06:18:31				07:00:51		
			VPD	LANDA,RAFAEL	44			06:23:19	06:44:10					
			VPD	ESCOBEDO,ALEX	47E	06:24:52			06:24:56					
				USTOW	US TOW	06:25:49	06:25:50	06:33:45	06:58:36					
20220407758														
	RPT	04/20/2022	09:31:33											
		MR60	4305 S SANTA FE AV, VERNON					Department VPD	OCA Number CR22-0639	RMS Juris CA0197300				
			VPD	RAMOS,JOSE	*5d33			09:32:42	10:51:09					
20220407765														
	VREC	04/20/2022	10:29:43											
		REC	LEONIS BL // SEVILLE AV, VERNON					Department VPD	OCA Number CR22-0640	RMS Juris CA0197300				
			VPD	VASQUEZ,LUIS/G	*41		10:30:13	10:29:43	11:05:53					
			VPD	GODOY,RAYMON	40W			10:30:11				11:11:51		
				MR C TOW	MR C TOW	10:36:26	10:36:55	10:45:58	11:05:51					
20220407783														
	RPT	04/20/2022	16:24:10	DAVID CHAMBERS										
	CITY	902T	LOMA VISTA AV // 50TH, VERNON					Department VPD	OCA Number CR22-0641	RMS Juris CA0197300				
			VPD	CERDA,PAUL,JR	*32E	16:26:18	16:26:38		16:27:30					
			VPD	VASQUEZ,LUIS/G	41		16:27:28	16:34:06				17:58:22		
20220407798														
	RPT	04/20/2022	21:50:18	UNKNOWN										
	VI	UNATTACHEDTR	4700 48TH, VERNON					Department VPD	OCA Number CR22-0642	RMS Juris CA0197300				
			VPD	MADRIGAL,ALFOI	*31E			21:50:19				22:37:44		
				MR C TOW	MR C TOW	22:10:56	22:11:37	22:33:50				22:37:44		

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/21/2022

Jurisdiction: VERNON

Last Date: 04/21/2022

Call Number	Disp	Ten	Received	Caller										
		Code	Complaint	Address	Unit Time									
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp		
20220407829														
	RPT	04/21/2022	10:52:46											
	1015	484R		2801 LEONIS BL, VERNON					Department VPD	OCA Number CR22-0643	RMS Juris CA0197300			
			VPD	VASQUEZ,LUIS/G	*44E	10:54:00	10:54:01	10:57:27				13:03:49		
			VPD	REDONA,BRYAN/	32W			11:00:44			11:13:39			
			VPD	CAM,PATRICK	40E			11:00:34			12:22:48			
			VPD	CERDA,PAUL,JR	41W			10:54:36			12:17:46			
			VPD	RAMOS,JOSE	5D33			11:06:39			11:25:18			
			VPD	VELEZ,MARISSA	5D34			11:06:37			11:25:29			
			VPD	OURIQUE,CARLO	5D35			11:06:11			11:25:21			
			VPD	HERRERA,GUSTAF	L2			11:04:25			12:52:07			
20220407840														
	RPT	04/21/2022	13:33:25	LINEAGE VERNON										
		GTAR		2045 E VERNON AV, VERNON					Department VPD	OCA Number CR22-0644	RMS Juris CA0197300			
			VPD	CERDA,PAUL,JR	*41W	14:18:45	14:18:45	14:21:52			15:21:04			
20220407841														
	RPT	04/21/2022	13:39:53	AMPM										
		459R		3031 E VERNON AV, VERNON					Department VPD	OCA Number CR22-0645	RMS Juris CA0197300			
			VPD	REDONA,BRYAN/	*32W		13:45:01	14:22:30			13:48:42	15:02:10		
20220407844														
	RPT	04/21/2022	14:39:13	PJY INTIMO										
		476R		3251 LEONIS BL, VERNON					Department VPD	OCA Number CR22-0646	RMS Juris CA0197300			
			VPD	CAM,PATRICK	*40E			14:55:40				15:09:44		
20220407845														
	RPT	04/21/2022	15:02:55	FANNY GALLEGOS										
		902T		3305 E VERNON AV, VERNON					Department VPD	OCA Number CR22-0647	RMS Juris CA0197300			
			VPD	REDONA,BRYAN/	*32W	15:05:29	15:05:50	15:11:28				15:54:28		
			VPD	CAM,PATRICK	40E		15:09:52	15:17:46			15:22:55			
20220407855														

VERNON POLICE DEPARTMENT

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

First Date: 04/21/2022

Jurisdiction: VERNON

Last Date: 04/21/2022

Call Number	Disp	Ten	Received	Caller									
		Code	Complaint	Address		Unit Time							
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220407855													
	VREC	04/21/2022	16:52:39										
	1015	REC	S SOTO // FRUITLAND AV, VERNON						Department VPD	OCA Number CR22-0648	RMS Juris CA0197300		
	SOW												
			VPD	CAM,PATRICK	*40E	16:56:28	16:56:30	16:56:50			18:40:24		
			VPD	REDONA,BRYAN/	32W			16:56:47			18:43:10		
			VPD	CERDA,PAUL,JR	41W		16:56:32	17:07:11			17:08:47		
			VPD	VASQUEZ,LUIS/G	44E		16:56:53	17:07:09			17:09:17		
				USTOW	US TOW	18:03:55	18:03:56	18:16:54				18:52:47	
20220407858													
	RPT	04/21/2022	17:33:22	SALLY KAY GROUP INC									
		GTAR	5190 S SANTA FE AV, VERNON						Department VPD	OCA Number CR22-0649	RMS Juris CA0197300		
			VPD	CERDA,PAUL,JR	*41W	17:45:50	17:46:09				17:47:00		
			VPD	VASQUEZ,LUIS/G	44E		17:46:57	17:50:27			19:04:08		
20220407859													
	RPT	04/21/2022	17:46:32	DIRECT SOURCE									
		484R	3005 BANDINI BL, VERNON						Department VPD	OCA Number CR22-0650	RMS Juris CA0197300		
			VPD	CERDA,PAUL,JR	*41W	17:48:25	17:49:06	17:54:01				18:28:04	
20220407868													
	RPT	04/21/2022	21:20:22	FTP									
		PLATE	2400 E 30TH, VERNON						Department VPD	OCA Number CR22-0651	RMS Juris CA0197300		
			VPD	MANNINO,NICHOI	*31W		21:22:49	21:23:50			22:11:37		
			VPD	ESCOBEDO,ALEX	32		21:22:51				21:33:58		
			VPD	NEWTON,TODD	47E		21:22:53	21:25:04			21:26:48		
			VPD	SANTOS,DANIEL	S1			21:25:13			21:33:56		
			VPD	ESTRADA,IGNACI	S2			21:27:04			21:33:54		

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/22/2022

Jurisdiction: VERNON

Last Date: 04/22/2022

Call Number	Disp	Ten	Received	Code	Complaint	Caller	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20220407883												
	RPT		04/22/2022	04:21:32		PASSERBY						
	OR		902T			DOWNEY RD // LEONIS BL, VERNON			Department VPD	OCA Number CR22-0652	RMS Juris CA0197300	
	CITE											
				VPD	NEWTON,TODD		*47E		04:22:44	04:29:24		04:58:23
				VPD	MANNINO,NICHOI		31W			04:27:55		04:58:34
				VPD	ESCOBEDO,ALEX		32		04:30:18	04:32:20		04:54:28
20220407885												
	VREC		04/22/2022	05:08:05		ROYAL COACHES TOW						
			LOCATE			BAKELINE // CERRITOS, AZUSA						
				VPD	RECORDS BUREAU		*RECD			05:29:50		05:34:31
20220407895												
	RPT		04/22/2022	08:28:58		TK SERVICES						
			594R			6118 ALCOA AV, VERNON			Department VPD	OCA Number CR22-0654	RMS Juris CA0197300	
				VPD	CAM,PATRICK		*40E	08:55:48	08:56:14	09:31:12		11:10:36
20220407898												
	RPT		04/22/2022	09:06:09								
			925			S SOTO // 26TH, VERNON			Department VPD	OCA Number CR22-0653	RMS Juris CA0197300	
				VPD	CERDA,PAUL,JR		*44	09:10:12	09:10:12	09:13:32		10:22:49
				VPD			31		09:11:22	09:14:23		10:16:13
				VPD	REDONA,BRYAN/		31W			09:14:33		09:14:39
				VPD	CERDA,EUGENIO		41W			09:24:33		09:51:45
				VPD	MACIEL,CYNTHIA		MET1			09:15:54		11:46:18
				VPD	ONOPA,DANIEL		S5		09:11:08	09:13:39		09:24:24
20220407919												
	RPT		04/22/2022	16:37:38		BYRON LOPEZ						
	CITE		902T			MAYWOOD AV // DISTRICT BL, VERNON			Department VPD	OCA Number CR22-0655	RMS Juris CA0197300	
				VPD	CERDA,PAUL,JR		*44	16:38:54	16:39:13			16:40:09
				VPD	HERNANDEZ,MEL		31		16:40:21	16:50:32		17:42:36

VERNON POLICE DEPARTMENT

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

First Date: 04/22/2022

Jurisdiction: VERNON

Last Date: 04/22/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407931												
	RPT		04/22/2022	21:49:50								
	VI		WELCK		FRUITLAND AV // PACIFIC BL, VERNON							
				VPD	MANNINO,NICHOI	*43W	21:51:49	21:53:20			22:37:45	
				VPD	ARANA,ANDRE	40W	22:10:16				22:19:55	
				VPD	SALDANA,CARLO	41E	21:52:33	21:55:27			22:10:19	
20220407938												
	VREC		04/22/2022	22:39:23	CHRIS AND CAROL APPAREL							
			REC		2020 E 25TH, VERNON							
				VPD	SALDANA,CARLO	*41E		22:39:24			00:00:14	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/23/2022

Jurisdiction: VERNON

Last Date: 04/23/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220407966												
	RPT		04/23/2022	09:59:22								
		PATCK			2939 BANDINI BL, VERNON							
				VPD	CAM,PATRICK	*41		09:59:22				11:38:38
				VPD	REDONA,BRYAN/	32	10:41:50	10:47:01			11:04:51	
				VPD	FLORES,TERESA	40E	09:59:28	10:00:43			11:05:35	
20220407978												
	RPT		04/23/2022	12:33:20	AT&T MOBILITY 800 635 6840 4							
		901			S BOYLE AV // LEONIS BL, VERNON							
				VPD	FLORES,TERESA	*40E	12:34:50	12:35:26			13:55:35	
				VPD	MACIEL,CYNTHIA	31W		12:38:53			13:55:06	
				VPD	REDONA,BRYAN/	32		12:37:57			13:59:41	
				VPD	CAM,PATRICK	41		12:39:58			13:07:12	
20220408001												
	RPT		04/23/2022	20:47:02	CALIFORNIA BAZAR							
		594R			2845 E 26TH, VERNON							
				VPD	SALDANA,CARLO	*32		20:47:03			21:58:07	
				VPD	NEWTON,TODD	40W	20:47:53	20:50:45			21:25:48	
				VPD	CROSS,JEREMY	S3	21:03:42					22:06:37
20220408002												
	VREC		04/23/2022	21:53:29	UNK							
		LOCATE			1320 CALADA ST, LOS ANGELES							
				VPD	RECORDS BURE/	*RECD		21:56:58				23:24:02

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/24/2022

Jurisdiction: VERNON

Last Date: 04/24/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220408021												
	RPT	04/24/2022	06:03:29	PASSERBY								
	VS	901T		S SOTO // 26TH, VERNON								
	OR											
			VPD	LUCAS,JASON	*22E	06:04:32	06:04:48	06:08:12			07:19:15	
			VPD	SALDANA,CARLO	32		06:06:01	06:06:55			07:19:10	
			VPD	NEWTON,TODD	40W	06:04:33	06:04:50	06:08:58			06:48:39	
20220408031												
	RPT	04/24/2022	10:26:54									
	1015	TRAFFIC STOP		SLAUSON AV // BICKETT, VERNON								
			VPD	MACIEL,CYNTHIA	*41W			10:26:54			10:52:10	
20220408036												
	RPT	04/24/2022	12:40:34									
	VS	VCK		SEVILLE AV // 45TH, VERNON								
			VPD	MACIEL,CYNTHIA	*41W			12:40:34			13:21:47	
20220408057												
	RPT	04/24/2022	17:52:16									
	1015	TRAFFIC STOP		SOTO // OLYMPIC, VERNON								
	VS											
	VREC											
			VPD	FLORES,TERESA	*40E			17:52:16				19:34:29
			VPD	MACIEL,CYNTHIA	41W		17:54:27	17:55:56			19:11:30	
			VPD	CERDA,EUGENIO	47			17:57:49			18:03:31	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/25/2022

Jurisdiction: VERNON

Last Date: 04/25/2022

Call Number	Disp	Ten	Received	Caller	Unit Time								
		Code	Complaint	Address	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp	
20220408085													
	RPT	04/25/2022	01:41:02										
		20001		S SOTO // 37TH, VERNON					Department VPD	OCA Number CR22-0665	RMS Juris CA0197300		
			VPD	MADRIGAL,ALFOI	*41W	01:44:16	01:44:19	01:45:31				02:22:56	
			VPD	SALDANA,CARLO	32		01:44:40	01:45:48			02:14:38		
			VPD	ARANA,ANDRE	40E	01:44:18	01:44:20	01:54:07				02:22:54	
20220408098													
	RPT	04/25/2022	06:53:12										
		GTAR		FIRE STATION 3 2800 S SOTO, VERNON					Department VPD	OCA Number CR22-0666	RMS Juris CA0197300		
			VPD		*41E	06:58:48	06:58:49	07:11:17			08:32:59		
			VPD	FLORES,TERESA	32W	07:15:37	07:15:47	07:27:23			07:52:11		
			VPD	MACIEL,CYNTHIA	40			07:45:03			07:52:02		
20220408102													
	VREC	04/25/2022	07:58:01										
	OR	REC		2820 LUGO ST, LOS ANGELES									
			VPD	FLORES,TERESA	*32W			07:58:01			08:59:21		
			VPD	MACIEL,CYNTHIA	40			08:02:15			08:19:57		
			VPD	GODOY,RAYMON	41E		08:33:09				08:33:12		
20220408116													
	RPT	04/25/2022	10:41:07										
	CITY	902TR		BANDINI BL // INDIANA, VERNON					Department VPD	OCA Number CR22-0668	RMS Juris CA0197300		
	OR												
			VPD	SWINFORD,PHILL	*26	10:41:59	10:42:00	10:44:29			11:20:45		
			VPD	OURIQUE,CARLO	31		10:42:02	10:45:03			11:11:42		
			VPD	FLORES,TERESA	32W			10:50:26				11:21:04	
20220408118													
	RPT	04/25/2022	10:46:27										
		GTAR		LAT LLC 2618 FRUITLAND AV, VERNON					Department VPD	OCA Number CR22-0669	RMS Juris CA0197300		
			VPD	OURIQUE,CARLO	*31	11:11:59	11:12:05	11:22:24			12:20:57		

VERNON POLICE DEPARTMENT

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

First Date: 04/25/2022

Jurisdiction: VERNON

Last Date: 04/25/2022

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time						
								Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart
20220408129														
	RPT		04/25/2022	13:12:24										
	1015		422R				9301 ATLANTIC, SOTUH GATE S/A 19							
					VPD	GODOY,RAYMON	*41E							
										13:13:02				13:58:10
20220408132														
	CITE		04/25/2022	13:20:39										
	VOID		586				4875 PACIFIC BL, VERNON							
					VPD	CEDENO,RUTH	*2P8							
										13:20:39				13:55:02
20220408134														
	RPT		04/25/2022	13:43:41			VERIZON WIRELESS 1-800-451-5242							
	VS		901T				DOWNEY RD // VERNON AV, VERNON							
	OR													
					VPD	FLORES,TERESA	*32W	13:45:37	13:45:38	13:46:29			14:35:05	
					VPD	SWINFORD,PHILL	26		13:46:08	13:50:27			14:35:57	
					VPD	CEDENO,RUTH	2P8		13:55:07	14:01:00				14:41:31
20220408136														
	RPT		04/25/2022	14:34:47										
			901T				2263 E VERNON AV, VERNON							
					VPD	FLORES,TERESA	*32W	14:35:31	14:35:32	14:37:19				15:17:18
					VPD	SWINFORD,PHILL	26		14:36:01	14:43:10			14:58:52	
20220408137														
	RPT		04/25/2022	14:58:13										
	CITY		902T				S SOTO // BANDINI BL, VERNON							
					VPD	SWINFORD,PHILL	*26		14:58:53	15:00:42				15:50:04
					VPD	RAMOS,JOSE	5D33		15:03:59					15:50:04
20220408138														
	RPT		04/25/2022	15:22:10			MAX WHOLESALE IMPORT							
			459R				2440 E 38TH, VERNON							
					VPD	OURIQUE,CARLO	*31	15:33:02	15:33:03	15:33:52				16:36:49

VERNON POLICE DEPARTMENT

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

<i>First Date:</i>		04/25/2022											
<i>Last Date:</i>		04/25/2022											
<i>Jurisdiction:</i>		VERNON											
<i>Call Number</i>	<i>Disp</i>	<i>Ten</i>	<i>Received</i>	<i>Caller</i>									
		<i>Code</i>	<i>Complaint</i>	<i>Address</i>		<i>Unit Time</i>							
			<i>Dep</i>	<i>Officer</i>		<i>Unit</i>	<i>Dispatch</i>	<i>Enroute</i>	<i>OnScene</i>	<i>Depart</i>	<i>Arrive</i>	<i>Remove</i>	<i>Comp</i>
20220408156													
	RPT		04/25/2022	23:24:24	FARHAN ENTERPRISES								
		459A			2916 S SANTA FE AV, VERNON								
			VPD	LANDA,RAFAEL		*47	23:25:55	23:26:19	23:28:40			01:47:47	
			VPD	MADRIGAL,ALFOI		26E	23:25:57	23:26:22	23:28:44			00:48:59	
			VPD			31W		23:30:04	23:33:09			01:56:57	
			VPD	SANTOS,DANIEL		S1			23:30:58			00:15:12	
* Denotes Primary Unit													

VERNON POLICE DEPARTMENT

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

First Date: 04/26/2022

Jurisdiction: VERNON

Last Date: 04/26/2022

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20220408158												
	RPT		04/26/2022	00:08:32			WILLIE/STATION A					
	1015		602				2800 S SOTO, VERNON					
				VPD		SANTOS,DANIEL		*S1		00:15:24	00:16:16	
				VPD		MADRIGAL,ALFOI		26E			00:49:06	
				VPD				31W		00:17:07	00:20:17	
												01:05:46
												02:30:38
												01:07:51
20220408162												
	RPT		04/26/2022	01:46:56			AT&T MOBILITY 800 635 6840 4					
	CITY		902T				DOWNEY RD // SLAUSON AV, VERNON					
				VPD		LANDA,RAFAEL		*47		01:47:51	01:51:58	
				VPD		MADRIGAL,ALFOI		26E		02:30:43	02:32:33	
				VPD		HERNANDEZ,EDV		31W		01:57:03	02:03:24	
						MR C TOW		MR C TOW	02:02:37	02:02:38		
				VPD		SANTOS,DANIEL		S1			01:59:49	
												02:39:36
												02:39:36
												02:39:36
												02:04:12
												02:39:37
20220408177												
	VREC		04/26/2022	07:48:24								
			REC				3185 E WASHINGTON BL, VERNON					
				VPD		FLORES,TERESA		*31E	07:56:24	07:56:25	08:07:09	
												08:32:09
20220408180												
	RPT		04/26/2022	08:12:24			AT&T MOBILITY 800 635 6840 4					
	1015		594				5708 ALCOA AV, VERNON					
				VPD		GAYTAN,LORENZ		*S7	08:15:35	08:15:37	08:22:36	
				VPD		MACIEL,CYNTHIA		40W		08:15:48	08:19:40	
				VPD		VASQUEZ,LUIS/G		47		08:16:46	08:22:03	
												09:03:35
												09:01:22
												09:21:58
20220408187												
	RPT		04/26/2022	09:56:14								
			DPTAST				3475 LIBERTY, SOUTHGATE					
				VPD		CERDA,EUGENIO		*48			09:56:21	
												11:22:47
												12:38:06
20220408190												

VERNON POLICE DEPARTMENT

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

First Date: 04/26/2022

Jurisdiction: VERNON

Last Date: 04/26/2022

Call Number	Disp	Ten	Received	Caller	Unit Time							
		Code	Complaint	Address								
			Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220408190												
	RPT	04/26/2022	11:34:16	PERFORMANCE DESIGN								
		594R		1840 E 27TH, VERNON								
			VPD	MACIEL,CYNTHIA	*40W	11:35:50		11:47:40				12:12:17
20220408198												
	RPT	04/26/2022	12:58:28	GTS								
		415		4415 BANDINI BL, VERNON								
			VPD	VASQUEZ,LUIS/G	*47			13:03:58				16:48:28
			VPD	MACIEL,CYNTHIA	40W			13:14:03			13:34:58	
20220408204												
	RPT	04/26/2022	13:50:33									
		DPTAST		9805 STANFORD AVE, SOUTHGATE								
			VPD	CAM,PATRICK	*43			13:51:00				14:33:11
20220408208												
	VREC	04/26/2022	14:36:18	LAPD/ US TOW								
		LOCATE		5401 HOOPER, VERNON								
20220408214												
	RPT	04/26/2022	16:22:16									
		FOUND		4305 S SANTA FE AV, VERNON								
			VPD	SWINFORD,PHILL	*5D32			16:22:16			17:16:06	
20220408216												
	1015	04/26/2022	17:15:56									
	RPT	DET		1261 E 92ND, VERNON								
			VPD	SWINFORD,PHILL	*5D32			17:16:13				19:58:04
			VPD	VASQUEZ,LUIS/G	47	18:38:27				18:38:38		
			VPD	VELEZ,MARISSA	5D34			17:17:39				19:58:05
			VPD	OURIQUE,CARLO	5D35			17:17:38				19:58:05

VERNON POLICE DEPARTMENT

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

First Date: 04/27/2022

Jurisdiction: VERNON

Last Date: 04/27/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220408243														
	RPT	04/27/2022	05:20:11	AA GLOBAL										
		AGTAR		3359 E 50TH, VERNON										
			VPD	ESCOBEDO,ALEX	*40E	05:21:30	05:21:50	05:26:07				05:51:13		
20220408251														
	RPT	04/27/2022	10:00:29	VERNON TRUCK WASH										
		484		3308 BANDINI BL, VERNON										
			VPD	CERDA,PAUL,JR	*41E	10:01:30	10:02:00	10:05:23						11:37:29
			VPD	GODOY,RAYMON	43W	10:01:28	10:02:02	10:10:57				10:21:29		
20220408252														
	RPT	04/27/2022	10:14:40	MAYN YOUNG										
		487R		2242 E 49TH, VERNON										
			VPD	GODOY,RAYMON	*43W		10:21:29							10:47:52
20220408254														
	RPT	04/27/2022	10:44:28	RANCHO FOODS										
		PLATE		2528 E 37TH, VERNON										
			VPD	VASQUEZ,LUIS/G	*48			10:48:10						11:29:27
20220408261														
	RPT	04/27/2022	12:23:26	BALTAZAR GALLARDO										
		166R		4305 S SANTA FE AV, VERNON										
			VPD	GODOY,RAYMON	*43W	12:25:39	12:25:42					12:26:42		
			VPD	VASQUEZ,LUIS/G	48			12:26:34						13:49:01
20220408269														
	VS	04/27/2022	14:47:11	E 45TH // SEVILLE AV, VERNON										
		917A												
			VPD	GODOY,RAYMON	*43W			14:47:11						15:12:09
20220408275														

VERNON POLICE DEPARTMENT

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

First Date: 04/27/2022

Jurisdiction: VERNON

Last Date: 04/27/2022

Call Number	Disp	Ten	Received	Caller		Unit Time									
		Code	Complaint	Address		Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220408275															
	RPT		04/27/2022	16:26:11	ARCADIA INC										
			GTAR		3225 E WASHINGTON BL, VERNON										
				VPD	GODOY,RAYMON	*43W		16:27:32						16:28:44	
				VPD	CERDA,PAUL,JR	41E		16:28:42	16:42:54					17:09:07	
20220408281															
	RPT		04/27/2022	17:01:59	IGNACIO RAMIREZ										
			GTAR		E DISTRICT BL // LOMA VISTA AV, VERNON										
				VPD	GODOY,RAYMON	*43W		17:07:21						17:08:09	
				VPD	VASQUEZ,LUIS/G	48			17:08:04					17:48:30	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/28/2022

Jurisdiction: VERNON

Last Date: 04/28/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220408314														
	RPT		04/28/2022	07:50:19	BAKER COMMODITIES									
			487R		4020 BANDINI BL, VERNON									
				VPD	REDONA,BRYAN/	*43W		07:57:33		08:14:06				09:23:59
									Department VPD	OCA Number CR22-0693		RMS Juris CA0197300		
20220408344														
	RPT		04/28/2022	14:13:04										
			476R		2528 E 37TH, VERNON									
				VPD	REDONA,BRYAN/	*43W		14:13:58		14:15:45				15:32:58
				VPD	VASQUEZ,LUIS/G	44		14:15:20		14:18:24			15:00:53	
				VPD	VELEZ,MARISSA	5D34		14:14:46		14:16:25			15:00:31	
									Department VPD	OCA Number CR22-0694 CR22-0695		RMS Juris CA0197300 CA0197300		
20220408347														
	RPT		04/28/2022	15:48:40										
			GTAR		4260 CHARTER AV, VERNON									
				VPD	REDONA,BRYAN/	*43W	15:50:49	15:51:12		16:11:53				17:04:32
				VPD	CAM,PATRICK	41E				15:53:20			16:28:01	

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/29/2022

Jurisdiction: VERNON

Last Date: 04/29/2022

Call Number	Disp	Ten	Received	Caller	Code	Complaint	Address	Unit Time				
								Dep	Officer	Unit	Dispatch	Enroute
20220408389												
	CHP		04/29/2022	08:08:45								
	RPT		901T				DOWNEY RD // FRUITLAND AV, VERNON			Department VPD	OCA Number CR22-0697	RMS Juris CA0197300
	CPA											
				VPD	CERDA,PAUL,JR		*44		08:51:30	08:08:45		09:35:03
				VPD	REDONA,BRYAN/		31			08:09:36		08:37:15
				VPD			40E		08:09:03	08:16:32		09:31:07 08:37:16
				VPD	CERDA,EUGENIO		48W			08:16:28		09:31:09 08:37:16
20220408398												
	RPT		04/29/2022	09:32:33			VERIZON WIRELESS 1-800-451-5242					
			902T				S SANTA FE AV // PACIFIC BL, VERNON			Department VPD	OCA Number CR22-0698	RMS Juris CA0197300
				VPD	CERDA,EUGENIO		*48W		09:33:50	09:35:39		10:59:49
20220408403												
	RPT		04/29/2022	11:10:33			T-Mobile USA 888-662-4662 opt 4					
			242				2828 S ALAMEDA, VERNON			Department VPD	OCA Number CR22-0699	RMS Juris CA0197300
				VPD	CERDA,EUGENIO		*48W		11:11:43	11:15:43		12:14:00
				VPD	REDONA,BRYAN/		31		11:15:26	11:16:00		13:02:49
				VPD	CAM,PATRICK		47E			11:47:26		12:22:20
				VPD	ONOPA,DANIEL		S5			11:13:12		12:01:33
20220408407												
	RPT		04/29/2022	12:15:08								
			484R				3001 E 44TH, VERNON			Department VPD	OCA Number CR22-0700	RMS Juris CA0197300
				VPD	CAM,PATRICK		*47E		12:26:08	12:29:57		13:10:30
20220408409												
	RPT		04/29/2022	13:13:56								
			SRMET				2424 E 26TH, VERNON			Department VPD	OCA Number CR22-0701	RMS Juris CA0197300
				VPD	FLORES,TERESA		*MET1			13:13:56		16:46:39
				VPD	CERDA,EUGENIO		48W		13:20:10	13:23:51		14:31:17
20220408417												

VERNON POLICE DEPARTMENT

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

First Date: 04/29/2022

Jurisdiction: VERNON

Last Date: 04/29/2022

Call Number	Disp	Ten	Received	Caller		Unit Time							
		Code	Complaint	Address		Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220408417													
	RPT		04/29/2022	15:51:13	FARMER JOHN								
			MR60		3049 E VERNON AV, VERNON								
				VPD	CAM,PATRICK	*47E	15:54:37	15:54:59	15:57:14			16:33:44	
20220408419													
	RPT		04/29/2022	16:27:49	CHP								
	VS		901T		BANDINI BL // ATLANTIC BL, VERNON								
				VPD	CERDA,EUGENIO	*48W	16:28:54	16:32:03				17:27:06	
				VPD	REDONA,BRYAN/	31	16:29:55	16:40:31				17:30:24	
				VPD	CAM,PATRICK	47E	16:33:50	16:40:33				17:30:27	
20220408422													
	RPT		04/29/2022	17:33:12									
			166R		4305 S SANTA FE AV, VERNON								
				VPD	CERDA,PAUL,JR	*44			17:38:20				18:47:01
20220408433													
	VS		04/29/2022	21:10:33									
			VCK		2000 E 25TH, VERNON								
				VPD	NEWTON,TODD	*48			21:10:33				21:46:03

* Denotes Primary Unit

VERNON POLICE DEPARTMENT

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

First Date: 04/30/2022

Jurisdiction: VERNON

Last Date: 04/30/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220408460														
	RPT		04/30/2022	10:08:06										
	VS		REC		3308 BANDINI BL, VERNON									
	VREC													
				VPD	CERDA,EUGENIO	*47E				10:08:29			11:37:02	
				VPD	REDONA,BRYAN/	41		10:08:49		10:11:13			11:42:58	
				VPD	FLORES,TERESA	44W		10:20:00		10:21:07			10:41:49	
					MR C TOW	MR C TOW	10:54:10	10:56:14		11:06:39			11:43:04	
				VPD	ONOPA,DANIEL	S5		10:21:59					10:29:09	
					USTOW	US TOW	10:36:24	10:36:24		11:06:40			11:43:02	
20220408461														
	RPT		04/30/2022	10:23:39										
			273.5R		3280 E 44TH, VERNON									
				VPD	FLORES,TERESA	*44W		10:42:08		10:54:51				13:28:01
20220408475														
	VREC		04/30/2022	18:11:54										
			REC		3575 ROSS, VERNON									
				VPD	FLORES,TERESA	*44W				18:11:54				18:46:47
					USTOW	US TOW	18:24:12	18:24:38		18:35:21				18:46:48
20220408478														
	1015		04/30/2022	20:14:47	MOCHIS									
	RPT		925		5563 ALCOA AV, VERNON									
				VPD	MACIEL,CYNTHIA	*43E	20:18:06	20:18:53		20:27:26			21:38:18	
				VPD	ARANA,ANDRE	38W		20:33:22		20:35:40			21:44:05	
				VPD	SALDANA,CARLO	48	20:18:07	20:18:54		20:25:34				22:28:26
				VPD	CROSS,JEREMY	S3		20:33:24		20:35:54			21:07:21	
20220408481														

VERNON POLICE DEPARTMENT

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

First Date: 04/30/2022

Jurisdiction: VERNON

Last Date: 04/30/2022

Call Number	Disp	Ten	Received	Caller	Unit Time									
		Code	Complaint	Address	Dep	Officer	Unit	Dispatch	Enroute	OnScene	Depart	Arrive	Remove	Comp
20220408481														
	1015		04/30/2022	21:33:01	T-Mobile USA 888-662-4662 opt 4									
	VI		20001		E DISTRICT BL // GIFFORD AV, VERNON					Department VPD	OCA Number CR22-0711	RMS Juris CA0197300		
	VS													
	RPT													
				VPD	CROSS,JEREMY	*S3	21:35:30	21:37:57	21:44:03				00:59:32	
				VPD	ARANA,ANDRE	38W			21:44:08				23:38:09	
				VPD	MACIEL,CYNTHIA	43E		21:38:19	21:40:29					04:37:26
				VPD	SALDANA,CARLO	48			22:34:39				00:59:29	
					MR C TOW	MR C TOW	22:48:17	22:48:18	22:58:07				04:34:11	

* Denotes Primary Unit

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: June 21, 2022

SUBJECT

Quarterly City Housing Report

Recommendation:

Receive and file the June 2022 City Housing Quarterly Report.

Background:

Staff presented this Quarterly City Housing Report, for the period from March 2022 through May 2022, to the Vernon Housing Commission at the Commission's June 8, 2022 meeting. The report highlights rent, occupancy, inspections and repairs.

Fiscal Impact:

There is no fiscal impact associated with the report.

Attachments:

1. [Quarterly Housing Report - June 2022](#)

The logo is a circular seal with a gear-like outer border. Inside the seal, there is a detailed illustration of a factory interior with workers. The text "CITY OF VERNON" is at the top, "CALIFORNIA" is below it, and "EXCLUSIVELY INDUSTRIAL" is at the bottom. A banner in the center of the illustration reads "FOUNDED 1905".

Vernon Housing Commission Quarterly Report

June 8, 2022

Daniel Wall - Director of Public Works

Overview

Public Works effectively manages City-owned housing and strives to provide outstanding service to its tenants.

1. Rent Register
2. Occupancy
3. Summary of Calls Received
4. Operations
5. Advertising
6. Closing



Rent Register

- Outstanding balance as of 6/2/2022, is \$23,285.80*
- City has been compliant with COVID-19 Notice Process
- CA COVID-19 Rent Relief Program closed on 5/31/2022
 - Two Vernon Tenants initiated the application process prior to the deadline
 - City has responded to requests for information on Vernon tenants that applied for State rental assistance
 - COVID-19 Tenant protections remain in place

*Outstanding balance includes June rent due on 6/1/2022. Updated figure will be provided to the VHC on 6/8/2022 to reflect June rent payments received to date. Outstanding balance also includes unit in lease termination process.

Occupancy

Block	Properties	Occupied	Available
Furlong	10	9	4324 Furlong
50th	8	7	3382 50th
Fruitland	6	5	3357 Fruitland
Vernon	2	2	None*

**Lease Termination Process*

Summary of Calls Received

Month	Calls Received	Types of Calls				Avg. Days To Complete
		Repairs	Questions	Housing Inquiries	Other	
March	6	6	0	0	0	< 1 day
April	1	1	0	0	0	< 1 day
May	6	6	0	0	0	< 1 day
Totals	13	13	0	0	0	< 1 day

Operations



- All service requests addressed
- Evaluating solutions to address trespassing concerns affecting Vernon Avenue units
- April 2022 safety inspections conducted



Advertising

- Housing Interest Form continually available on City's Website
- Available housing units advertised in accordance with VHC Procedures
 - Posted at City Hall
 - Posted on the City's Website
 - Advertised in local newspaper publication
 - Broadcast on City's social media platforms
- Lottery for available units scheduled for Special VHC meeting on 6/29/2022

got housing? 2-Bedroom House Rent \$1,860

- Freshly remodeled
- Granite counters
- 2 assigned parking spaces
- 1,067 square feet
- Ceramic tiled kitchen and bath
- Beautiful hardwood floors

A lottery will be held for this rental on June 29, 2022. Contact City of Vernon housing at (323) 826-1472, or via email at cityhousing@cityofvernon.org for more information on this property.

got housing? 1-Bedroom Apartment Rent \$1,450

- Freshly remodeled
- Granite counters
- 2 parking spaces & 1 storage garage
- 742 square feet
- Ceramic tiled kitchen and bath
- Beautiful hardwood floors

A lottery will be held for this rental on June 29, 2022. Contact City of Vernon housing at (323) 826-1472, or via email at cityhousing@cityofvernon.org for more information on this property.

got housing? 3-Bedroom House Rent \$2,470

- Freshly remodeled
- Granite counters
- 2 car garage
- 1,305 square feet
- Ceramic tiled kitchen and bath
- Beautiful hardwood floors

A lottery will be held for this rental on June 29, 2022. Contact City of Vernon housing at (323) 826-1472 or via email at cityhousing@cityofvernon.org for more information on this property.

In Closing...

Public Works:

1. Follows established VHC Policies and Procedures in management practices including filling vacancies via lottery
2. Actively inspects and maintains City-owned residential properties in accordance with best practices for landlords
3. Manages housing costs in a fiscally responsible manner within the budget approved by the City Council
4. Stays abreast of current issues impacting City-owned properties and tenants (environmental, rental assistance, COVID-19 etc.)
5. Engages tenants through proactive and legally compliant communications to inform of actions and invite feedback

City Council Agenda Item Report

Submitted by: John Lau
Submitting Department: Finance/Treasury
Meeting Date: June 21, 2022

SUBJECT

Warehouse Special Parcel Tax Rate Adjustment for Fiscal Year 2022-2023

Recommendation:

- A. Adopt Resolution No. 2022-19 determining the Warehouse Special Parcel Tax levied for Fiscal Year (FY) 2022-2023 pursuant to Municipal Code Section 3.20.010; and
- B. Approve and authorize the Director of Finance to execute an Agreement for Billing of Direct Assessments (Warehouse Special Parcel Tax) with the County of Los Angeles Auditor-Controller's Office, in substantially the same form as submitted, for the collection and distribution of the Warehouse Special Parcel Tax for FY 2022-2023.

Background:

Ordinance No. 1057 was submitted to the electorate and duly approved at the April 14, 1998 Municipal Election, authorizing a special parcel tax be levied on all parcels improved with a warehouse, truck terminal, freight terminal, and other distribution facilities at \$1.00 per 100 square feet of gross land area. On November 16, 1999 the electorate duly approved Ordinance No. 1076 establishing a new maximum tax rate for the warehouse special parcel tax at \$20.00 per 100 square feet of gross land area, adjusted annually based upon increases in the Consumer Price Index for All Urban Consumers (CPI-U), All Items Index, Los Angeles-Anaheim-Riverside Area (1982-84=100) (CPI) for the twelve-month period ending March 31 of each year. Proceeds of the warehouse special parcel tax may be expended only on: (i) construction, improvement and maintenance of streets, bridges and other public rights-of-way, including acquisition of land, and; (ii) police and fire protection services. The electorate expanded the use of the proceeds to include police and fire protection services at an election on August 31, 2010, which was adopted and ratified Resolution No. 2010-133. The provisions for the Warehouse Special Parcel Tax imposed by the aforementioned Ordinances are codified in Section 3.20.010 of the Vernon Municipal Code (VMC).

The Warehouse Special Parcel Tax (Warehouse Tax) is collected annually for each parcel or part of a parcel in Vernon that is subject to the Warehouse Tax as an Assessment in the Los Angeles County Property Tax Bill. However, the City Council sets the rate of the Warehouse Tax each year. The City Council must choose a rate that is not greater than the maximum tax rate for the fiscal year. Resolution No. 2021-22 set the rate at \$34.260 per 100 square feet of gross area of land for FY 2021-2022.

FY 2022-2023 MAXIMUM WAREHOUSE TAX RATE CALCULATION

Applying the CPI (Attachment 3) in the manner required by Section 3.20.010(d)(2) of the VMC, staff calculated the maximum Warehouse Tax rate for FY 2022-2023 to be \$37.173 per 100 square feet of gross area of land.

The calculations are as follows:

Multiply the tax rate (\$20.00) by a fraction, the numerator of which is the CPI on the

adjustment date and the denominator of which is the CPI for the period ending March 31, 1999

CPI March 31, 1999 = 165.00

CPI March 31, 2022 = 306.679

$\$20(306.679/165.0) = \37.173 per 100 square feet of gross area of land or \$0.37173 per square foot of gross area of land. The maximum Warehouse Tax rate for FY 2022-2023 is an approximate increase of 85.87% over the 1999 rate and approximately 8.50% over the FY 2021-2022 rate. **Given the year over year increase of the CPI rate and pursuant to VMC Section 3.20.010(d), staff recommends that City Council impose a lower rate of \$35.716 per 100 square feet of gross area of land, an increase of approximately 4.25% over the 2021 rate.**

Pursuant to VMC Section 3.20.010(j), the tax is collected on the County of Los Angeles' Property Tax Bill. An agreement is required by the County of Los Angeles Auditor-Controller's Office for the City of Vernon to use the County's collection services. Pursuant to VMC Section 3.32.110 et seq., competitive bidding and competitive selection are not required because the services are provided by a government entity, and because the entity is the sole service provider. The Agreement for Billing of Direct Assessments (Warehouse Special Parcel Tax) was reviewed and approved as to form by the City Attorney's Office.

Staff recommends that the City Council adopt the resolution setting the Warehouse Tax at the rate of \$35.716 per 100 square feet of gross area of land for FY 2022-2023 and approve and authorize the Director of Finance to execute an Agreement for Billing of Direct Assessments (Warehouse Special Parcel Tax) with the County of Los Angeles Auditor-Controller's Office for the collection and distribution of the Warehouse Special Parcel Tax for FY 2022-2023.

Fiscal Impact:

Based on the proposed rate adjustment of \$35.716 per 100 square feet of gross area of land, and by implementing the recommended action, the City's Warehouse Tax revenue will increase from approximately \$12.8 million to approximately \$13.3 million, providing an additional \$500,000 for the FY 2022-2023 budget.

The County of Los Angeles Auditor-Controller charges \$0.25 per assessment per parcel, plus \$50 processing fee for FY 2022-2023. Corrections of direct assessments will be charged at a rate of \$13 per parcel. Direct Assessment billing charges are deducted from revenues forwarded by the County to the City on the December 20th advanced distribution. The estimated total cost, based upon the parcels subject to the Warehouse Tax is \$173.

Attachments:

1. [Resolution No. 2022-19](#)
2. [Agreement for Billing of Direct Assessments \(Warehouse Special Parcel Tax\)](#)
3. [Bureau of Labor Statistics Data](#)

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
DETERMINING THE WAREHOUSE SPECIAL PARCEL TAX LEVIED FOR
FISCAL YEAR 2022-2023 PURSUANT TO VERNON MUNICIPAL CODE
SECTION 3.20.010

SECTION 1. Recitals.

A. Vernon Municipal Code Section 3.20.010 authorizes a special parcel tax (Tax) on warehouses, truck terminals, freight terminals, and railroad facilities or other distribution facilities to fund: 1) construction, improvement and maintenance of streets, bridges, and other public rights-of-way, including acquisition of land; and 2) police and fire protection services.

B. Vernon Municipal Code Section 3.20.010(e) requires that the City Council determine, for each fiscal year, by ordinance or resolution, the amount of the Tax to be imposed on each parcel subject to the Tax, which shall not exceed the maximum special tax rate established in Section 3.20.010(c) as adjusted by Vernon Municipal Code Section 3.20.010(d), but may be imposed at a lower rate.

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

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

SECTION 3. The City Council of the City of Vernon hereby determines the Tax for Fiscal Year 2022-2023 shall be \$35.716 per 100 square feet of gross area of land (or \$0.35716 per square foot of gross area of land). A list of parcels subject to the Tax, as well as the amount of the Tax to be levied upon each for Fiscal Year 2022-2023, is attached hereto as Exhibit A and is hereby approved.

SECTION 4. The tax shall be collected in the same manner as ad valorem property taxes are collected and shall be subject to the same procedure, sale and lien priority in case of delinquency as is provided by ad valorem taxes.

SECTION 5. The City Clerk, or designee, is hereby directed to transmit a copy of this resolution, together with such other information as may be required for placement of the tax on the County property tax bills, to the Department of Auditor-Controller of the County of Los Angeles.

SECTION 6. The City Administrator, or designee, is hereby authorized to amend the aforesaid list to add any parcel subject to the Tax omitted therefrom, with said Tax calculated at the rate of \$35.716 per 100 square feet of gross area of land (or \$0.35716

per square foot of taxable parcel area of land), and to delete any parcel erroneously included.

SECTION 7. 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 21st day of June, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
5168-026-001	2528 S SANTA FE AVE	3258118	Industrial	18,410	100.00%	18,410.0	0.35716	\$ 6,575.32	\$ 6,575.32
5168-026-012	2448 E 25TH ST	283522	Vacant	11,903	100.00%	11,903.0	0.35716	\$ 4,251.28	\$ 4,251.28
5168-026-018	2445 E 26TH ST	2741806	Industrial	38,860	87.50%	34,002.5	0.35716	\$ 12,144.33	\$ 12,144.34
5168-026-019	2417 E 26TH ST	2701276	Industrial	47,480	100.00%	47,480.0	0.35716	\$ 16,957.96	\$ 16,957.96
5169-023-037	3222 E WASHINGTON BLVD	9165609	Industrial	89,734	100.00%	89,734.0	0.35716	\$ 32,049.40	\$ 32,049.40
5169-023-038	3232 E WASHINGTON BLVD	6167241	Industrial	75,781	100.00%	75,781.0	0.35716	\$ 27,065.94	\$ 27,065.94
5169-031-013	2522 S SOTO ST	5771812	Industrial	177,725	100.00%	177,725.0	0.35716	\$ 63,476.26	\$ 63,476.26
5169-031-014	2865 E 26TH ST	347641	Industrial	58,806	100.00%	58,806.0	0.35716	\$ 21,003.15	\$ 21,003.16
5169-031-016	3101 E 26TH ST	337373	Industrial	4,356	100.00%	4,356.0	0.35716	\$ 1,555.79	\$ 1,555.78
5169-031-017	3101 E 26TH ST	949659	Industrial	11,757	100.00%	11,757.0	0.35716	\$ 4,199.13	\$ 4,199.14
5169-032-008	3113 E 26TH ST	5332012	Industrial	174,676	60.00%	104,805.6	0.35716	\$ 37,432.37	\$ 37,432.36
5169-032-012	3107 E 26TH ST	612724	Industrial	42,689	60.00%	25,613.4	0.35716	\$ 9,148.08	\$ 9,148.08
5169-033-016	3251 E 26TH ST	8486502	Industrial	108,900	58.26%	63,445.1	0.35716	\$ 22,660.07	\$ 22,660.06
5169-034-005	3501 E 26TH ST	918788	Industrial	12,220	100.00%	12,220.0	0.35716	\$ 4,364.50	\$ 4,364.50
5192-030-004	3700 E 26TH ST	5610222	Industrial	158,558	42.11%	66,768.8	0.35716	\$ 23,847.14	\$ 23,847.14
5243-017-011	4651 BANDINI BLVD	5610396	Industrial	199,940	100.00%	199,940.0	0.35716	\$ 71,410.57	\$ 71,410.58
5243-017-012	4505 BANDINI BLVD	3579495	Industrial	162,043	100.00%	162,043.0	0.35716	\$ 57,875.28	\$ 57,875.28
5243-018-010	4440 E 26TH ST	30775031	Industrial	316,440	65.87%	208,439.0	0.35716	\$ 74,446.08	\$ 74,446.08
5243-018-011	4489 BANDINI BLVD	3941694	Industrial	123,275	60.00%	73,965.0	0.35716	\$ 26,417.34	\$ 26,417.34
5243-018-012	4425 BANDINI BLVD	4430737	Industrial	168,142	100.00%	168,142.0	0.35716	\$ 60,053.60	\$ 60,053.60
5243-018-015	4442 E 26TH ST	5271285	Industrial	63,136	5.89%	3,718.7	0.35716	\$ 1,328.17	\$ 1,328.18
5243-018-017	4429 E 26TH ST	10396824	Industrial	147,232	100.00%	147,232.0	0.35716	\$ 52,585.38	\$ 52,585.38
5243-019-009	4366 E 26TH ST	2660594	Industrial	169,448	100.00%	169,448.0	0.35716	\$ 60,520.05	\$ 60,520.04
5243-019-010	4330 E 26TH ST	5641024	Industrial	107,350	100.00%	107,350.0	0.35716	\$ 38,341.13	\$ 38,341.12
5243-019-015	4291 BANDINI BLVD	3259065	Industrial	84,942	100.00%	84,942.0	0.35716	\$ 30,337.88	\$ 30,337.88
5243-019-017	4300 E 26TH ST	4451594	Industrial	76,666	75.97%	58,243.2	0.35716	\$ 20,802.13	\$ 20,802.12
5243-019-018	4306 E 26TH ST	3748478	Industrial	71,430	88.00%	62,858.4	0.35716	\$ 22,450.51	\$ 22,450.50
5243-019-019	4323 BANDINI BLVD	3514418	Industrial	74,488	100.00%	74,488.0	0.35716	\$ 26,604.13	\$ 26,604.14
5243-020-014	4151 BANDINI BLVD	4933007	Industrial	93,600	100.00%	93,600.0	0.35716	\$ 33,430.18	\$ 33,430.18
5243-020-018	4177 BANDINI BLVD	4727821	Industrial	107,380	100.00%	107,380.0	0.35716	\$ 38,351.84	\$ 38,351.84
5243-020-019	4199 BANDINI BLVD	4592742	Industrial	91,840	100.00%	91,840.0	0.35716	\$ 32,801.57	\$ 32,801.58
5243-020-024	4221 BANDINI BLVD	2897714	Industrial	163,868	30.00%	49,160.4	0.35716	\$ 17,558.13	\$ 17,558.12
6302-001-004	2627 S SOTO ST	1011827	Industrial	19,166	100.00%	19,166.0	0.35716	\$ 6,845.33	\$ 6,845.32
6302-001-018	2633 S SOTO ST	249288	Industrial	4,356	100.00%	4,356.0	0.35716	\$ 1,555.79	\$ 1,555.78
6302-001-028	2640 E 26TH ST	5993611	Industrial	82,511	100.00%	82,511.0	0.35716	\$ 29,469.63	\$ 29,469.62
6302-001-042	2633 S SOTO ST	4735381	Industrial	108,464	100.00%	108,464.0	0.35716	\$ 38,739.00	\$ 38,739.00
6302-002-019	2647 E 37TH ST	2067232	Industrial	87,120	85.00%	74,052.0	0.35716	\$ 26,448.41	\$ 26,448.42
6302-002-020	2525 E 37TH ST	18922398	Industrial	669,517	55.00%	368,234.4	0.35716	\$ 131,518.58	\$ 131,518.58
6302-002-032	2550 E 28TH ST	5155083	Industrial	210,961	100.00%	210,961.0	0.35716	\$ 75,346.83	\$ 75,346.84
6302-002-033	2600 E 28TH ST	10171740	Industrial	341,685	100.00%	341,685.0	0.35716	\$ 122,036.21	\$ 122,036.22
6302-002-034	2550 E 28TH ST	23915112	Industrial	328,922	100.00%	328,922.0	0.35716	\$ 117,477.78	\$ 117,477.78
6302-003-019	2537 E 27TH ST	16041977	Industrial	384,130	27.90%	107,172.3	0.35716	\$ 38,277.65	\$ 38,277.64
6302-003-024	2550 E 27TH ST	629884	Industrial	47,804	100.00%	47,804.0	0.35716	\$ 17,073.68	\$ 17,073.68
6302-004-011	2600 S SANTA FE AVE	4757076	Industrial	24,742	100.00%	24,742.0	0.35716	\$ 8,836.85	\$ 8,836.86
6302-004-015	2424 E 26TH ST	4818621	Industrial	85,813	100.00%	85,813.0	0.35716	\$ 30,648.97	\$ 30,648.98
6302-004-021	2423 E 28TH ST	434847	Industrial	30,888	100.00%	30,888.0	0.35716	\$ 11,031.96	\$ 11,031.96
6302-004-022	2416 E 27TH ST	1036571	Industrial	45,760	100.00%	45,760.0	0.35716	\$ 16,343.64	\$ 16,343.64

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6302-004-023	2454 E 27TH ST	3340022	Industrial	93,279	100.00%	93,279.0	0.35716	\$ 33,315.53	\$ 33,315.52
6302-004-025	2455 E 27TH ST	6090906	Industrial	76,230	100.00%	76,230.0	0.35716	\$ 27,226.31	\$ 27,226.30
6302-004-028	2401 E 27TH ST	1751491	Commercial	47,045	100.00%	47,045.0	0.35716	\$ 16,802.59	\$ 16,802.60
6302-005-003	2900 S SANTA FE AVE	1333838	Industrial	27,896	74.17%	20,690.5	0.35716	\$ 7,389.81	\$ 7,389.80
6302-005-004	2800 S SANTA FE AVE	1540831	Commercial	6,447	47.35%	3,052.7	0.35716	\$ 1,090.29	\$ 1,090.28
6302-005-005	2808 S SANTA FE AVE	3869247	Industrial	24,000	100.00%	24,000.0	0.35716	\$ 8,571.84	\$ 8,571.84
6302-005-006	2460 E 28TH ST	7641969	Industrial	57,171	100.00%	57,171.0	0.35716	\$ 20,419.19	\$ 20,419.20
6302-005-007	2424 E 28TH ST	5235825	Industrial	88,708	100.00%	88,708.0	0.35716	\$ 31,682.95	\$ 31,682.94
6302-005-008	2910 S SANTA FE AVE	2273104	Industrial	18,000	100.00%	18,000.0	0.35716	\$ 6,428.88	\$ 6,428.88
6302-005-009	2916 S SANTA FE AVE	253500	Industrial	5,998	100.00%	5,998.0	0.35716	\$ 2,142.25	\$ 2,142.24
6302-005-010	2920 S SANTA FE AVE	249369	Industrial	6,447	100.00%	6,447.0	0.35716	\$ 2,302.61	\$ 2,302.62
6302-005-012	2425 E 30TH ST	10373400	Industrial	101,742	12.92%	13,145.1	0.35716	\$ 4,694.89	\$ 4,694.90
6302-005-013	3000 S SANTA FE AVE	1405214	Industrial	18,729	47.13%	8,827.0	0.35716	\$ 3,152.64	\$ 3,152.64
6302-005-015	3680 S SANTA FE AVE	790600	Industrial	9,490	100.00%	9,490.0	0.35716	\$ 3,389.45	\$ 3,389.44
6302-005-016	3690 S SANTA FE AVE	1243074	Industrial	10,698	100.00%	10,698.0	0.35716	\$ 3,820.90	\$ 3,820.90
6302-005-022		16236	Vacant	470	100.00%	470.0	0.35716	\$ 167.87	\$ 167.86
6302-006-017	3575 S SANTA FE AVE	7080890	Industrial	62,265	100.00%	62,265.0	0.35716	\$ 22,238.57	\$ 22,238.56
6302-006-018	2355 E 37TH ST	3416212	Industrial	49,436	100.00%	49,436.0	0.35716	\$ 17,656.56	\$ 17,656.56
6302-006-019	2345 E 37TH ST	3304820	Industrial	47,236	100.00%	47,236.0	0.35716	\$ 16,870.81	\$ 16,870.80
6302-006-020	2319 E 37TH ST	2203485	Industrial	38,272	100.00%	38,272.0	0.35716	\$ 13,669.23	\$ 13,669.22
6302-006-025	2825 S SANTA FE AVE	17171265	Industrial	279,220	100.00%	279,220.0	0.35716	\$ 99,726.22	\$ 99,726.22
6302-006-026	3250 SACO ST	6653773	Industrial	51,836	100.00%	51,836.0	0.35716	\$ 18,513.75	\$ 18,513.74
6302-007-018	2310 E 27TH ST	540483	Industrial	21,780	100.00%	21,780.0	0.35716	\$ 7,778.94	\$ 7,778.94
6302-007-019		5129	Vacant	536	100.00%	536.0	0.35716	\$ 191.44	\$ 191.44
6302-007-020		34298	Vacant	1,993	100.00%	1,993.0	0.35716	\$ 711.82	\$ 711.82
6302-007-022	2727 S SANTA FE AVE	3018633	Industrial	107,593	100.00%	107,593.0	0.35716	\$ 38,427.92	\$ 38,427.92
6302-007-023	2801 S SANTA FE AVE	8076482	Industrial	167,270	54.19%	90,643.6	0.35716	\$ 32,374.27	\$ 32,374.28
6302-007-030		86793	Vacant	3,521	100.00%	3,521.0	0.35716	\$ 1,257.56	\$ 1,257.56
6302-007-031	2288 E 27TH ST	2828741	Industrial	42,590	60.18%	25,630.7	0.35716	\$ 9,154.25	\$ 9,154.24
6302-007-033	2701 S SANTA FE AVE	15606000	Industrial	123,275	20.00%	24,655.0	0.35716	\$ 8,805.78	\$ 8,805.78
6302-008-007	2140 E 25TH ST	3445508	Industrial	43,560	94.44%	41,138.1	0.35716	\$ 14,692.87	\$ 14,692.88
6302-008-009	2164 E 25TH ST	1532800	Industrial	56,332	100.00%	56,332.0	0.35716	\$ 20,119.54	\$ 20,119.54
6302-008-014	2619 S SANTA FE AVE	787577	Industrial	7,000	66.67%	4,666.9	0.35716	\$ 1,666.83	\$ 1,666.84
6302-008-015	2655 S SANTA FE AVE	331061	Industrial	5,600	100.00%	5,600.0	0.35716	\$ 2,000.10	\$ 2,000.10
6302-008-016	2641 S SANTA FE AVE	786632	Industrial	5,597	33.33%	1,865.5	0.35716	\$ 666.27	\$ 666.28
6302-008-017	2675 S SANTA FE AVE	291333	Industrial	3,925	68.75%	2,698.4	0.35716	\$ 963.77	\$ 963.78
6302-008-018	2373 E 27TH ST	444955	Industrial	7,649	100.00%	7,649.0	0.35716	\$ 2,731.92	\$ 2,731.92
6302-008-020	2335 E 27TH ST	2944629	Industrial	50,530	100.00%	50,530.0	0.35716	\$ 18,047.29	\$ 18,047.30
6302-008-022	2115 E 27TH ST	5283166	Industrial	66,211	100.00%	66,211.0	0.35716	\$ 23,647.92	\$ 23,647.92
6302-008-025	2211 E 27TH ST	15300000	Industrial	89,734	100.00%	89,734.0	0.35716	\$ 32,049.40	\$ 32,049.40
6302-008-030	2150 E 25TH ST	2952112	Industrial	57,935	100.00%	57,935.0	0.35716	\$ 20,692.06	\$ 20,692.06
6302-008-031	2601 S SANTA FE AVE	2415446	Vacant	53,531	100.00%	53,531.0	0.35716	\$ 19,119.13	\$ 19,119.14
6302-009-016	1900 E 25TH ST	1589451	Industrial	67,518	97.22%	65,641.0	0.35716	\$ 23,444.34	\$ 23,444.34
6302-009-017	1980 E 25TH ST	1519289	Industrial	54,450	52.76%	28,727.8	0.35716	\$ 10,260.43	\$ 10,260.42
6302-009-018	2020 E 25TH ST	1321776	Industrial	55,757	49.79%	27,761.4	0.35716	\$ 9,915.27	\$ 9,915.26
6302-009-019	2080 E 25TH ST	1092308	Industrial	41,598	22.64%	9,417.8	0.35716	\$ 3,363.66	\$ 3,363.66
6302-009-020	2110 E 25TH ST	1491406	Industrial	86,249	100.00%	86,249.0	0.35716	\$ 30,804.69	\$ 30,804.70

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6302-009-026	1921 E 27TH ST	1253592	Industrial	90,605	92.14%	83,483.4	0.35716	\$ 29,816.95	\$ 29,816.94
6302-009-028	1820 E 27TH ST	12183331	Industrial	532,739	32.70%	174,205.7	0.35716	\$ 62,219.29	\$ 62,219.30
6302-009-029	2040 E 27TH ST	2898985	Industrial	223,027	92.70%	206,746.0	0.35716	\$ 73,841.41	\$ 73,841.42
6302-009-030	2800 S ALAMEDA ST	3413848	Industrial	234,353	36.25%	84,953.0	0.35716	\$ 30,341.80	\$ 30,341.80
6302-009-031	2011 E 27TH ST	3453906	Vacant	108,961	33.86%	36,894.2	0.35716	\$ 13,177.13	\$ 13,177.14
6302-009-032	2055 E 27TH ST	1217238	Industrial	85,417	100.00%	85,417.0	0.35716	\$ 30,507.54	\$ 30,507.54
6302-009-034	2099 E 27TH ST	862511	Industrial	45,086	2.01%	906.2	0.35716	\$ 323.67	\$ 323.66
6302-009-035	2750 S ALAMEDA ST	2549978	Industrial	100,624	100.00%	100,624.0	0.35716	\$ 35,938.87	\$ 35,938.86
6302-009-037	2219 E 37TH ST	1722061	Industrial	51,313	70.00%	35,919.1	0.35716	\$ 12,828.87	\$ 12,828.86
6302-009-038	1823 E 27TH ST	1797458	Industrial	145,722	78.99%	115,105.8	0.35716	\$ 41,111.19	\$ 41,111.20
6302-010-003	3255 SACO ST	1647711	Industrial	42,690	100.00%	42,690.0	0.35716	\$ 15,247.16	\$ 15,247.16
6302-010-006	2920 ROSS ST	364189	Commercial	64,904	74.80%	48,548.2	0.35716	\$ 17,339.47	\$ 17,339.48
6302-010-008	2101 E 37TH ST	727680	Industrial	5,940	100.00%	5,940.0	0.35716	\$ 2,121.53	\$ 2,121.54
6302-010-013	2910 ROSS ST	16828007	Industrial	191,228	41.00%	78,403.5	0.35716	\$ 28,002.59	\$ 28,002.58
6302-011-008	2055 E 37TH ST	1358451	Industrial	11,748	100.00%	11,748.0	0.35716	\$ 4,195.92	\$ 4,195.92
6302-011-013	2047 ROSS ST	293998	Industrial	32,234	100.00%	32,234.0	0.35716	\$ 11,512.70	\$ 11,512.70
6302-011-014	2065 ROSS ST	338478	Vacant	70,132	100.00%	70,132.0	0.35716	\$ 25,048.35	\$ 25,048.34
6302-011-016	2030 ROSS ST	526558	Vacant	98,446	100.00%	98,446.0	0.35716	\$ 35,160.97	\$ 35,160.98
6302-011-018	2860 S ALAMEDA ST	585362	Industrial	78,408	100.00%	78,408.0	0.35716	\$ 28,004.20	\$ 28,004.20
6302-012-009	2019 E 38TH ST	404223	Industrial	5,160	100.00%	5,160.0	0.35716	\$ 1,842.95	\$ 1,842.94
6302-012-013	2049 E 38TH ST	4265640	Industrial	34,063	100.00%	34,063.0	0.35716	\$ 12,165.94	\$ 12,165.94
6302-012-026	3716 S ALAMEDA ST	368187	Industrial	18,225	100.00%	18,225.0	0.35716	\$ 6,509.24	\$ 6,509.24
6302-013-027	2201 E 38TH ST	957569	Industrial	25,800	100.00%	25,800.0	0.35716	\$ 9,214.73	\$ 9,214.72
6302-013-028	2133 E 38TH ST	2470950	Industrial	5,040	100.00%	5,040.0	0.35716	\$ 1,800.09	\$ 1,800.08
6302-013-044	2110 E 37TH ST	3619852	Industrial	27,735	100.00%	27,735.0	0.35716	\$ 9,905.83	\$ 9,905.84
6302-014-006	3701 S SANTA FE AVE	1082431	Commercial	7,785	100.00%	7,785.0	0.35716	\$ 2,780.49	\$ 2,780.50
6302-014-010	2349 E 38TH ST	371781	Industrial	10,320	100.00%	10,320.0	0.35716	\$ 3,685.89	\$ 3,685.90
6302-014-024	3737 S SANTA FE AVE	2224846	Industrial	23,818	100.00%	23,818.0	0.35716	\$ 8,506.84	\$ 8,506.84
6302-015-012	2316 E 38TH ST	622090	Industrial	5,519	100.00%	5,519.0	0.35716	\$ 1,971.17	\$ 1,971.16
6302-015-013	2308 E 38TH ST	891413	Industrial	8,280	100.00%	8,280.0	0.35716	\$ 2,957.28	\$ 2,957.28
6302-015-015	2302 E 38TH ST	857538	Industrial	6,900	100.00%	6,900.0	0.35716	\$ 2,464.40	\$ 2,464.40
6302-015-016	3817 S SANTA FE AVE	1378200	Industrial	22,873	40.00%	9,149.2	0.35716	\$ 3,267.73	\$ 3,267.72
6302-015-018	3825 S SANTA FE AVE	1356406	Industrial	33,977	83.33%	28,313.0	0.35716	\$ 10,112.28	\$ 10,112.28
6302-016-024	2266 E 38TH ST	129123	Industrial	6,117	75.68%	4,629.3	0.35716	\$ 1,653.42	\$ 1,653.42
6302-016-027	2222 E 38TH ST	608901	Industrial	18,365	100.00%	18,365.0	0.35716	\$ 6,559.24	\$ 6,559.24
6302-017-043	1931 E VERNON AVE	10612079	Industrial	159,865	55.67%	88,996.8	0.35716	\$ 31,786.11	\$ 31,786.12
6302-017-052	1925 E VERNON AVE	1604090	Industrial	278,348	100.00%	278,348.0	0.35716	\$ 99,414.77	\$ 99,414.78
6302-018-014	3824 S SANTA FE AVE	2273573	Industrial	30,927	72.63%	22,462.3	0.35716	\$ 8,022.63	\$ 8,022.62
6302-018-015	3828 S SANTA FE AVE	2499131	Industrial	21,000	52.54%	11,033.4	0.35716	\$ 3,940.69	\$ 3,940.68
6302-018-017	3876 S SANTA FE AVE	3091824	Industrial	127,631	18.00%	22,973.6	0.35716	\$ 8,205.24	\$ 8,205.24
6302-019-020	2480 E 38TH ST	1927891	Industrial	107,593	100.00%	107,593.0	0.35716	\$ 38,427.92	\$ 38,427.92
6302-019-021	2440 E 38TH ST	4920546	Industrial	40,620	100.00%	40,620.0	0.35716	\$ 14,507.84	\$ 14,507.84
6302-019-022	2425 E 38TH ST	5027642	Industrial	51,836	100.00%	51,836.0	0.35716	\$ 18,513.75	\$ 18,513.74
6302-019-028	3700 S SANTA FE AVE	2244000	Industrial	13,322	100.00%	13,322.0	0.35716	\$ 4,758.09	\$ 4,758.08
6302-020-038	2522 E 37TH ST	8966602	Industrial	482,209	55.90%	269,554.8	0.35716	\$ 96,274.20	\$ 96,274.20
6302-020-039	2660 E 37TH ST	5779959	Industrial	160,301	100.00%	160,301.0	0.35716	\$ 57,253.11	\$ 57,253.10
6302-020-040	3751 SEVILLE AVE	6008703	Industrial	301,853	100.00%	301,853.0	0.35716	\$ 107,809.82	\$ 107,809.82

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6302-020-042	2801 E VERNON AVE	3872040	Industrial	147,233	100.00%	147,233.0	0.35716	\$ 52,585.74	\$ 52,585.74
6302-020-047	3870 SEVILLE AVE	3863381	Industrial	112,608	100.00%	112,608.0	0.35716	\$ 40,219.07	\$ 40,219.08
6302-020-052	2965 E VERNON AVE	3560388	Industrial	66,211	100.00%	66,211.0	0.35716	\$ 23,647.92	\$ 23,647.92
6303-001-001	3333 S DOWNEY RD	10003806	Industrial	490,921	100.00%	490,921.0	0.35716	\$ 175,337.34	\$ 175,337.34
6303-001-006	3380 E 26TH ST	2001737	Industrial	47,916	100.00%	47,916.0	0.35716	\$ 17,113.68	\$ 17,113.68
6303-001-007	2850 SIERRA PINE AVE	5651986	Industrial	133,294	100.00%	133,294.0	0.35716	\$ 47,607.29	\$ 47,607.28
6303-001-008	3201 BANDINI BLVD	23840461	Industrial	434,729	100.00%	434,729.0	0.35716	\$ 155,267.81	\$ 155,267.80
6303-001-012	3430 E 26TH ST	6943418	Industrial	256,133	82.00%	210,029.1	0.35716	\$ 75,013.98	\$ 75,013.98
6303-001-016	3480 E 26TH ST	16126200	Industrial	213,008	100.00%	213,008.0	0.35716	\$ 76,077.94	\$ 76,077.94
6303-002-013	3109 BANDINI BLVD	1673353	Industrial	87,120	100.00%	87,120.0	0.35716	\$ 31,115.78	\$ 31,115.78
6303-002-014	3011 BANDINI BLVD	7672402	Industrial	375,923	66.20%	248,861.0	0.35716	\$ 88,883.20	\$ 88,883.20
6303-002-021	3260 E 26TH ST	6607814	Industrial	464,350	50.42%	234,125.3	0.35716	\$ 83,620.18	\$ 83,620.18
6303-002-024	3240 E 26TH ST	1915268	Industrial	48,079	20.00%	9,615.8	0.35716	\$ 3,434.38	\$ 3,434.38
6303-003-011	3100 E 26TH ST	2890647	Industrial	84,071	100.00%	84,071.0	0.35716	\$ 30,026.80	\$ 30,026.80
6303-003-014	2840 E 26TH ST	2863685	Industrial	69,696	100.00%	69,696.0	0.35716	\$ 24,892.62	\$ 24,892.62
6303-003-016	2720 S SOTO ST	7336513	Industrial	73,616	100.00%	73,616.0	0.35716	\$ 26,292.69	\$ 26,292.70
6303-003-018	2600 S SOTO ST	8258522	Industrial	101,930	100.00%	101,930.0	0.35716	\$ 36,405.32	\$ 36,405.32
6303-006-043	3100 BANDINI BLVD	5708810	Industrial	48,787	100.00%	48,787.0	0.35716	\$ 17,424.76	\$ 17,424.76
6303-007-033	3240 BANDINI BLVD	1138794	Industrial	60,548	100.00%	60,548.0	0.35716	\$ 21,625.32	\$ 21,625.32
6303-007-044	3300 BANDINI BLVD	3608000	Industrial	63,162	100.00%	63,162.0	0.35716	\$ 22,558.94	\$ 22,558.94
6303-009-008	3569 E VERNON AVE	3229320	Industrial	43,556	100.00%	43,556.0	0.35716	\$ 15,556.46	\$ 15,556.46
6303-009-009		260003	Vacant	10,890	100.00%	10,890.0	0.35716	\$ 3,889.47	\$ 3,889.48
6303-010-041	4317 S DOWNEY RD	2768914	Commercial	132,858	50.00%	66,429.0	0.35716	\$ 23,725.78	\$ 23,725.78
6303-012-047	3288 E VERNON AVE	4885013	Industrial	44,447	100.00%	44,447.0	0.35716	\$ 15,874.69	\$ 15,874.70
6303-013-049	2947 E 44TH ST	2440778	Industrial	21,245	100.00%	21,245.0	0.35716	\$ 7,587.86	\$ 7,587.86
6303-014-012	2957 E 46TH ST	16620744	Industrial	192,823	100.00%	192,823.0	0.35716	\$ 68,868.66	\$ 68,868.66
6303-014-013	2930 E 44TH ST	4615541	Industrial	64,743	100.00%	64,743.0	0.35716	\$ 23,123.61	\$ 23,123.60
6303-014-016	2801 E 46TH ST	15208169	Industrial	171,409	100.00%	171,409.0	0.35716	\$ 61,220.44	\$ 61,220.44
6303-014-017	2820 E 44TH ST	1146704	Industrial	43,996	74.00%	32,557.0	0.35716	\$ 11,628.07	\$ 11,628.08
6303-014-018	4400 S SOTO ST	3940942	Industrial	48,352	100.00%	48,352.0	0.35716	\$ 17,269.40	\$ 17,269.40
6303-014-019	2850 E 44TH ST	1721606	Industrial	44,431	100.00%	44,431.0	0.35716	\$ 15,868.98	\$ 15,868.98
6303-015-002	3051 E 46TH ST	6164922	Industrial	99,360	100.00%	99,360.0	0.35716	\$ 35,487.42	\$ 35,487.42
6303-015-003	2991 E 46TH ST	2428741	Industrial	50,003	100.00%	50,003.0	0.35716	\$ 17,859.07	\$ 17,859.08
6303-016-006	4510 S BOYLE AVE	5613243	Industrial	204,296	81.86%	167,236.7	0.35716	\$ 59,730.26	\$ 59,730.26
6303-016-007	3250 E 44TH ST	2342942	Industrial	125,017	33.76%	42,205.7	0.35716	\$ 15,074.20	\$ 15,074.20
6303-017-025	4550 ALCOA AVE	8180262	Industrial	112,385	50.00%	56,192.5	0.35716	\$ 20,069.71	\$ 20,069.72
6303-019-012	3301 LEONIS BLVD	2257726	Industrial	62,290	100.00%	62,290.0	0.35716	\$ 22,247.50	\$ 22,247.50
6303-019-015	4633 S DOWNEY RD	24021000	Industrial	280,526	100.00%	280,526.0	0.35716	\$ 100,192.67	\$ 100,192.66
6303-020-002	4724 S BOYLE AVE	2795097	Industrial	60,984	100.00%	60,984.0	0.35716	\$ 21,781.05	\$ 21,781.04
6303-020-003	4724 S BOYLE AVE	259994	Commercial	11,899	100.00%	11,899.0	0.35716	\$ 4,249.85	\$ 4,249.84
6303-020-010	4700 S BOYLE AVE	16041156	Industrial	524,898	63.99%	335,882.2	0.35716	\$ 119,963.70	\$ 119,963.70
6303-021-003	3000 E 46TH ST	2664713	Industrial	74,448	100.00%	74,448.0	0.35716	\$ 26,589.85	\$ 26,589.84
6303-021-004	3018 E 46TH ST	1374410	Industrial	50,686	100.00%	50,686.0	0.35716	\$ 18,103.01	\$ 18,103.02
6303-021-005	4601 S BOYLE AVE	1431695	Industrial	108,926	100.00%	108,926.0	0.35716	\$ 38,904.01	\$ 38,904.02
6303-021-010	3003 LEONIS BLVD	871071	Industrial	35,283	100.00%	35,283.0	0.35716	\$ 12,601.68	\$ 12,601.68
6303-021-016	4719 S BOYLE AVE	1653839	Miscellaneous	67,748	100.00%	67,748.0	0.35716	\$ 24,196.88	\$ 24,196.88
6303-022-001	2812 E 46TH ST	9121193	Industrial	123,336	100.00%	123,336.0	0.35716	\$ 44,050.69	\$ 44,050.68

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6303-022-002	2850 E 46TH ST	4945482	Industrial	61,389	100.00%	61,389.0	0.35716	\$ 21,925.70	\$ 21,925.70
6303-022-006	2861 LEONIS BLVD	5508000	Industrial	65,340	100.00%	65,340.0	0.35716	\$ 23,336.83	\$ 23,336.84
6303-022-009	2914 E 46TH ST	2596641	Industrial	60,984	100.00%	60,984.0	0.35716	\$ 21,781.05	\$ 21,781.04
6303-022-010	2936 E 46TH ST	4620847	Industrial	69,997	100.00%	69,997.0	0.35716	\$ 25,000.13	\$ 25,000.12
6303-023-002	2820 LEONIS BLVD	1466964	Industrial	10,454	100.00%	10,454.0	0.35716	\$ 3,733.75	\$ 3,733.76
6303-023-004	2828 LEONIS BLVD	557166	Industrial	14,375	100.00%	14,375.0	0.35716	\$ 5,134.18	\$ 5,134.18
6303-023-005	2838 LEONIS BLVD	744833	Industrial	22,651	100.00%	22,651.0	0.35716	\$ 8,090.03	\$ 8,090.04
6303-023-006	2848 LEONIS BLVD	993133	Industrial	5,658	100.00%	5,658.0	0.35716	\$ 2,020.81	\$ 2,020.82
6303-023-007	2856 LEONIS BLVD	1147348	Industrial	17,860	100.00%	17,860.0	0.35716	\$ 6,378.88	\$ 6,378.88
6303-023-009	4920 S SOTO ST	7708323	Industrial	81,893	100.00%	81,893.0	0.35716	\$ 29,248.90	\$ 29,248.90
6303-023-011	4800 S SOTO ST	412096	Commercial	17,441	100.00%	17,441.0	0.35716	\$ 6,229.23	\$ 6,229.22
6303-024-012	2927 E 50TH ST	1025667	Industrial	101,930	100.00%	101,930.0	0.35716	\$ 36,405.32	\$ 36,405.32
6303-024-013	2960 LEONIS BLVD	545269	Industrial	13,939	100.00%	13,939.0	0.35716	\$ 4,978.45	\$ 4,978.46
6303-024-014	2950 LEONIS BLVD	480621	Industrial	13,939	100.00%	13,939.0	0.35716	\$ 4,978.45	\$ 4,978.46
6303-024-015	2940 LEONIS BLVD	221771	Industrial	14,810	10.26%	1,519.5	0.35716	\$ 542.71	\$ 542.70
6303-024-017	2914 LEONIS BLVD	166106	Industrial	18,295	100.00%	18,295.0	0.35716	\$ 6,534.24	\$ 6,534.24
6303-024-018	2906 LEONIS BLVD	339422	Industrial	14,810	42.31%	6,266.1	0.35716	\$ 2,238.00	\$ 2,238.00
6303-024-020	4901 S BOYLE AVE	4412239	Vacant	111,262	11.18%	12,439.1	0.35716	\$ 4,442.75	\$ 4,442.74
6303-025-013	4910 S BOYLE AVE	3197736	Industrial	214,751	57.37%	123,202.6	0.35716	\$ 44,003.06	\$ 44,003.06
6303-025-014	3200 LEONIS BLVD	263102	Commercial	19,137	100.00%	19,137.0	0.35716	\$ 6,834.97	\$ 6,834.98
6303-025-020	4927 ALCOA AVE	2614068	Industrial	70,567	100.00%	70,567.0	0.35716	\$ 25,203.71	\$ 25,203.70
6303-025-024	4809 ALCOA AVE	2952469	Industrial	70,132	100.00%	70,132.0	0.35716	\$ 25,048.35	\$ 25,048.34
6303-026-001	3359 E 50TH ST	10842187	Industrial	203,861	100.00%	203,861.0	0.35716	\$ 72,810.99	\$ 72,811.00
6303-026-004	3344 LEONIS BLVD	187548	Industrial	14,148	100.00%	14,148.0	0.35716	\$ 5,053.10	\$ 5,053.10
6303-026-005	3340 LEONIS BLVD	1071924	Industrial	13,861	100.00%	13,861.0	0.35716	\$ 4,950.59	\$ 4,950.60
6303-026-007	3310 LEONIS BLVD	623358	Industrial	15,799	100.00%	15,799.0	0.35716	\$ 5,642.77	\$ 5,642.78
6303-026-008	3300 LEONIS BLVD	1793440	Industrial	17,860	100.00%	17,860.0	0.35716	\$ 6,378.88	\$ 6,378.88
6303-026-010	4906 ALCOA AVE	3659250	Industrial	47,045	100.00%	47,045.0	0.35716	\$ 16,802.59	\$ 16,802.60
6303-026-011	3317 E 50TH ST	2750771	Industrial	44,821	100.00%	44,821.0	0.35716	\$ 16,008.27	\$ 16,008.26
6303-026-016	3398 LEONIS BLVD	2730096	Industrial	43,996	6.31%	2,776.1	0.35716	\$ 991.53	\$ 991.52
6303-027-003	3310 E 50TH ST	2915510	Industrial	102,802	26.66%	27,407.0	0.35716	\$ 9,788.69	\$ 9,788.68
6303-028-005	3151 FRUITLAND AVE	1210451	Industrial	35,287	100.00%	35,287.0	0.35716	\$ 12,603.10	\$ 12,603.10
6303-028-015	5008 S BOYLE AVE	8726377	Industrial	180,338	40.90%	73,758.2	0.35716	\$ 26,343.49	\$ 26,343.50
6303-029-009	3007 FRUITLAND AVE	4017315	Industrial	53,623	100.00%	53,623.0	0.35716	\$ 19,151.99	\$ 19,152.00
6303-029-014	3090 E 50TH ST	1467143	Industrial	35,619	100.00%	35,619.0	0.35716	\$ 12,721.68	\$ 12,721.68
6304-001-009	4395 AYERS AVE	2248204	Industrial	42,859	71.28%	30,549.9	0.35716	\$ 10,911.20	\$ 10,911.20
6304-001-015	4444 AYERS AVE	6306976	Industrial	316,681	100.00%	316,681.0	0.35716	\$ 113,105.79	\$ 113,105.78
6304-001-016	4398 AYERS AVE	5426731	Industrial	129,373	91.20%	117,988.2	0.35716	\$ 42,140.66	\$ 42,140.66
6304-001-021	4382 BANDINI BLVD	2978487	Industrial	161,608	9.64%	15,579.0	0.35716	\$ 5,564.20	\$ 5,564.20
6304-001-025	4490 AYERS AVE	18834569	Industrial	184,721	100.00%	184,721.0	0.35716	\$ 65,974.95	\$ 65,974.96
6304-003-001	4170 BANDINI BLVD	17731147	Industrial	516,186	84.03%	433,751.1	0.35716	\$ 154,918.54	\$ 154,918.54
6304-004-020	2939 S SUNOL DR	12907305	Industrial	159,430	4.94%	7,875.8	0.35716	\$ 2,812.94	\$ 2,812.94
6304-005-009	3768 BANDINI BLVD	3648735	Industrial	43,564	100.00%	43,564.0	0.35716	\$ 15,559.32	\$ 15,559.32
6304-010-006	4825 DISTRICT BLVD	4688415	Industrial	64,904	100.00%	64,904.0	0.35716	\$ 23,181.11	\$ 23,181.12
6304-010-011	5011 DISTRICT BLVD	962318	Industrial	72,745	100.00%	72,745.0	0.35716	\$ 25,981.60	\$ 25,981.60
6304-010-015	5107 DISTRICT BLVD	3293577	Industrial	87,987	100.00%	87,987.0	0.35716	\$ 31,425.44	\$ 31,425.44
6304-011-005	4900 E 50TH ST	7570288	Industrial	130,680	53.44%	69,835.4	0.35716	\$ 24,942.41	\$ 24,942.40

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6304-013-005	4702 E 50TH ST	1177027	Industrial	29,621	55.36%	16,398.2	0.35716	\$ 5,856.78	\$ 5,856.78
6304-013-012	4635 FRUITLAND AVE	655521	Industrial	14,375	100.00%	14,375.0	0.35716	\$ 5,134.18	\$ 5,134.18
6304-013-015	4540 E 50TH ST	1774800	Industrial	24,394	100.00%	24,394.0	0.35716	\$ 8,712.56	\$ 8,712.56
6304-013-016	4560 E 50TH ST	3472644	Industrial	44,641	100.00%	44,641.0	0.35716	\$ 15,943.98	\$ 15,943.98
6304-013-024		1434742	Industrial	43,365	33.88%	14,692.1	0.35716	\$ 5,247.42	\$ 5,247.42
6304-013-025	5035 GIFFORD AVE	6602071	Industrial	95,370	33.88%	32,311.4	0.35716	\$ 11,540.32	\$ 11,540.32
6304-013-027	5010 LOMA VISTA AVE	7877562	Industrial	107,158	100.00%	107,158.0	0.35716	\$ 38,272.55	\$ 38,272.56
6304-013-028	4608 E 50TH ST	819477	Industrial	31,363	100.00%	31,363.0	0.35716	\$ 11,201.61	\$ 11,201.60
6304-013-029	4770 E 50TH ST	7218326	Industrial	80,586	100.00%	80,586.0	0.35716	\$ 28,782.10	\$ 28,782.10
6304-014-003	4807 E 49TH ST	877893	Industrial	53,679	81.16%	43,565.9	0.35716	\$ 15,559.99	\$ 15,559.98
6304-014-007	4900 DISTRICT BLVD	2772666	Industrial	22,257	100.00%	22,257.0	0.35716	\$ 7,949.31	\$ 7,949.32
6304-014-014	4950 E 49TH ST	2871253	Industrial	45,738	87.17%	39,869.8	0.35716	\$ 14,239.90	\$ 14,239.90
6304-015-002	4720 DISTRICT BLVD	1418251	Industrial	23,522	100.00%	23,522.0	0.35716	\$ 8,401.12	\$ 8,401.12
6304-015-007	4700 E 48TH ST	611822	Industrial	17,859	100.00%	17,859.0	0.35716	\$ 6,378.52	\$ 6,378.52
6304-017-004	4578 E 49TH ST	2811533	Industrial	44,431	100.00%	44,431.0	0.35716	\$ 15,868.98	\$ 15,868.98
6304-017-005	4534 E 49TH ST	468586	Vacant	18,731	100.00%	18,731.0	0.35716	\$ 6,689.96	\$ 6,689.96
6304-017-012	4900 LOMA VISTA AVE	1212429	Industrial	25,880	50.00%	12,940.0	0.35716	\$ 4,621.65	\$ 4,621.66
6304-017-014	4900 LOMA VISTA AVE	2342942	Industrial	27,508	100.00%	27,508.0	0.35716	\$ 9,824.76	\$ 9,824.76
6304-018-018	4501 E 49TH ST	5095905	Industrial	93,874	75.42%	70,799.8	0.35716	\$ 25,286.85	\$ 25,286.84
6304-018-023	4592 E 49TH ST	5980447	Industrial	108,115	77.77%	84,081.0	0.35716	\$ 30,030.38	\$ 30,030.38
6304-019-001	4500 DISTRICT BLVD	772630	Industrial	24,179	100.00%	24,179.0	0.35716	\$ 8,635.77	\$ 8,635.78
6304-019-023	4600 DISTRICT BLVD	2229634	Industrial	56,192	100.00%	56,192.0	0.35716	\$ 20,069.53	\$ 20,069.54
6304-019-024	4697 E 48TH ST	2096928	Industrial	46,609	55.58%	25,905.3	0.35716	\$ 9,252.33	\$ 9,252.34
6304-019-025	4726 LOMA VISTA AVE	2623035	Industrial	38,020	59.05%	22,450.8	0.35716	\$ 8,018.53	\$ 8,018.54
6304-020-016	4510 LOMA VISTA AVE	3954679	Industrial	85,813	100.00%	85,813.0	0.35716	\$ 30,648.97	\$ 30,648.98
6304-020-024	4560 LOMA VISTA AVE	4535095	Industrial	105,646	50.00%	52,823.0	0.35716	\$ 18,866.26	\$ 18,866.26
6304-020-037	4641 DISTRICT BLVD	2349202	Industrial	61,855	100.00%	61,855.0	0.35716	\$ 22,092.13	\$ 22,092.14
6304-020-038	4661 DISTRICT BLVD	2118517	Industrial	43,167	61.32%	26,470.0	0.35716	\$ 9,454.03	\$ 9,454.02
6304-021-014	4225 CHARTER ST	2293567	Industrial	64,904	100.00%	64,904.0	0.35716	\$ 23,181.11	\$ 23,181.12
6304-021-015	4201 CHARTER ST	3764959	Industrial	43,966	100.00%	43,966.0	0.35716	\$ 15,702.90	\$ 15,702.90
6304-021-021	4295 CHARTER ST	2372357	Industrial	94,961	100.00%	94,961.0	0.35716	\$ 33,916.27	\$ 33,916.28
6304-021-022	4185 CHARTER ST	800372	Industrial	30,337	100.00%	30,337.0	0.35716	\$ 10,835.16	\$ 10,835.16
6304-021-024	4200 CHARTER ST	1668735	Industrial	69,696	52.60%	36,660.1	0.35716	\$ 13,093.52	\$ 13,093.52
6304-021-032	4260 CHARTER ST	2951287	Industrial	68,389	100.00%	68,389.0	0.35716	\$ 24,425.82	\$ 24,425.82
6304-021-036	4280 S MAYWOOD AVE	672664	Industrial	18,731	100.00%	18,731.0	0.35716	\$ 6,689.96	\$ 6,689.96
6304-021-037	4270 S MAYWOOD AVE	2698556	Industrial	76,666	100.00%	76,666.0	0.35716	\$ 27,382.03	\$ 27,382.02
6304-021-038	4300 S MAYWOOD AVE	317768	Industrial	28,314	100.00%	28,314.0	0.35716	\$ 10,112.63	\$ 10,112.62
6304-021-039	4310 S MAYWOOD AVE	6411755	Industrial	123,275	100.00%	123,275.0	0.35716	\$ 44,028.90	\$ 44,028.90
6304-021-045	4321 EXCHANGE AVE	3396631	Industrial	107,593	100.00%	107,593.0	0.35716	\$ 38,427.92	\$ 38,427.92
6304-021-050	4265 EXCHANGE AVE	2722389	Industrial	76,230	100.00%	76,230.0	0.35716	\$ 27,226.31	\$ 27,226.30
6304-021-055	4353 EXCHANGE AVE	11409949	Industrial	178,596	52.50%	93,762.9	0.35716	\$ 33,488.36	\$ 33,488.36
6304-022-037	4519 EVERETT AVE	9639000	Industrial	101,495	100.00%	101,495.0	0.35716	\$ 36,249.95	\$ 36,249.96
6304-022-038	4341 DISTRICT BLVD	3433320	Industrial	36,155	100.00%	36,155.0	0.35716	\$ 12,913.12	\$ 12,913.12
6304-022-040	4515 LOMA VISTA AVE	4925000	Industrial	56,968	100.00%	56,968.0	0.35716	\$ 20,346.69	\$ 20,346.70
6304-022-041	4520 EVERETT AVE	3133113	Industrial	71,003	100.00%	71,003.0	0.35716	\$ 25,359.43	\$ 25,359.44
6304-022-042	4423 DISTRICT BLVD	8300000	Industrial	87,326	100.00%	87,326.0	0.35716	\$ 31,189.35	\$ 31,189.36
6304-022-045	4550 S MAYWOOD AVE	1344158	Industrial	66,646	100.00%	66,646.0	0.35716	\$ 23,803.29	\$ 23,803.28

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6304-022-049	4520 S MAYWOOD AVE	3372795	Industrial	79,096	100.00%	79,096.0	0.35716	\$ 28,249.93	\$ 28,249.92
6304-022-059	4551 LOMA VISTA AVE	10708442	Industrial	187,374	8.31%	15,570.8	0.35716	\$ 5,561.26	\$ 5,561.26
6304-022-064	4309 DISTRICT BLVD	730832	Industrial	41,818	100.00%	41,818.0	0.35716	\$ 14,935.72	\$ 14,935.72
6304-023-001	4300 DISTRICT BLVD	1095014	Industrial	43,996	80.00%	35,196.8	0.35716	\$ 12,570.89	\$ 12,570.88
6304-023-002	4330 DISTRICT BLVD	911114	Industrial	20,473	100.00%	20,473.0	0.35716	\$ 7,312.14	\$ 7,312.14
6304-023-019	4340 E 49TH ST	437634	Industrial	20,430	100.00%	20,430.0	0.35716	\$ 7,296.78	\$ 7,296.78
6304-023-021	4833 EVERETT AVE	1130228	Commercial	25,700	100.00%	25,700.0	0.35716	\$ 9,179.01	\$ 9,179.02
6304-023-023	4340 DISTRICT BLVD	2229613	Industrial	20,040	100.00%	20,040.0	0.35716	\$ 7,157.49	\$ 7,157.48
6304-023-025	4355 FRUITLAND AVE	3068442	Industrial	51,401	50.00%	25,700.5	0.35716	\$ 9,179.19	\$ 9,179.20
6304-023-026	4339 FRUITLAND AVE	2345023	Industrial	60,548	100.00%	60,548.0	0.35716	\$ 21,625.32	\$ 21,625.32
6304-024-001	4350 DISTRICT BLVD	2027538	Industrial	19,151	100.00%	19,151.0	0.35716	\$ 6,839.97	\$ 6,839.98
6304-025-006	4371 E 49TH ST	4500000	Industrial	51,599	100.00%	51,599.0	0.35716	\$ 18,429.10	\$ 18,429.10
6304-026-005	4372 E 49TH ST	1407474	Industrial	21,344	21.65%	4,621.0	0.35716	\$ 1,650.43	\$ 1,650.42
6304-026-009	4423 FRUITLAND AVE	2238095	Industrial	41,950	83.00%	34,818.5	0.35716	\$ 12,435.78	\$ 12,435.78
6304-026-017	4405 FRUITLAND AVE	4927484	Industrial	56,818	53.27%	30,266.9	0.35716	\$ 10,810.14	\$ 10,810.14
6304-026-018	4924 EVERETT CT	686200	Industrial	29,621	100.00%	29,621.0	0.35716	\$ 10,579.44	\$ 10,579.44
6304-026-029	4933 LOMA VISTA AVE	3575131	Industrial	54,014	100.00%	54,014.0	0.35716	\$ 19,291.64	\$ 19,291.64
6304-027-026	4224 E DISTRICT BLVD	10929091	Industrial	199,316	100.00%	199,316.0	0.35716	\$ 71,187.70	\$ 71,187.70
6304-028-016	4231 DISTRICT BLVD	3025379	Industrial	19,166	100.00%	19,166.0	0.35716	\$ 6,845.33	\$ 6,845.32
6304-028-033	4507 S MAYWOOD AVE	18849021	Industrial	394,218	83.37%	328,659.5	0.35716	\$ 117,384.04	\$ 117,384.04
6304-028-034	4255 DISTRICT BLVD	1742592	Industrial	34,578	79.50%	27,489.5	0.35716	\$ 9,818.15	\$ 9,818.16
6304-030-001	3939 S ATLANTIC BLVD	13328743	Industrial	588,060	100.00%	588,060.0	0.35716	\$ 210,031.51	\$ 210,031.50
6308-001-018	4401 S SOTO ST	4725434	Industrial	52,707	100.00%	52,707.0	0.35716	\$ 18,824.83	\$ 18,824.84
6308-001-020	4425 S SOTO ST	224753	Industrial	14,375	100.00%	14,375.0	0.35716	\$ 5,134.18	\$ 5,134.18
6308-001-023	4535 S SOTO ST	2003026	Industrial	51,836	100.00%	51,836.0	0.35716	\$ 18,513.75	\$ 18,513.74
6308-001-030	4420 SEVILLE AVE	1805467	Industrial	33,977	100.00%	33,977.0	0.35716	\$ 12,135.23	\$ 12,135.22
6308-001-039	2721 E 45TH ST	9673207	Industrial	142,441	100.00%	142,441.0	0.35716	\$ 50,874.23	\$ 50,874.22
6308-001-040	3030 W VERNON AVE	5217125	Industrial	75,359	100.00%	75,359.0	0.35716	\$ 26,915.22	\$ 26,915.22
6308-001-044	2950 E VERNON AVE	5034505	Industrial	65,340	100.00%	65,340.0	0.35716	\$ 23,336.83	\$ 23,336.84
6308-001-046	2850 E VERNON AVE	11163492	Industrial	76,666	100.00%	76,666.0	0.35716	\$ 27,382.03	\$ 27,382.02
6308-002-006	2761 FRUITLAND AVE	11690681	Industrial	94,525	81.70%	77,226.9	0.35716	\$ 27,582.37	\$ 27,582.36
6308-002-007	5125 S SOTO ST	2045861	Vacant	55,757	100.00%	55,757.0	0.35716	\$ 19,914.17	\$ 19,914.18
6308-002-009	2770 LEONIS BLVD	2582346	Industrial	125,017	78.76%	98,463.4	0.35716	\$ 35,167.18	\$ 35,167.18
6308-002-012	2757 LEONIS BLVD	3052815	Commercial	124,582	100.00%	124,582.0	0.35716	\$ 44,495.71	\$ 44,495.70
6308-002-013	2705 LEONIS BLVD	7300000	Industrial	76,971	100.00%	76,971.0	0.35716	\$ 27,490.96	\$ 27,490.96
6308-002-014	2734 E 46TH ST	2858279	Industrial	50,965	100.00%	50,965.0	0.35716	\$ 18,202.66	\$ 18,202.66
6308-002-015	2734 E 46TH ST	5716564	Industrial	78,526	64.78%	50,869.1	0.35716	\$ 18,168.42	\$ 18,168.42
6308-002-019	2707 FRUITLAND AVE	3338508	Industrial	48,787	100.00%	48,787.0	0.35716	\$ 17,424.76	\$ 17,424.76
6308-002-020	2711 FRUITLAND AVE	5547414	Industrial	58,806	100.00%	58,806.0	0.35716	\$ 21,003.15	\$ 21,003.16
6308-003-009	2650 LEONIS BLVD	3358723	Industrial	41,390	100.00%	41,390.0	0.35716	\$ 14,782.85	\$ 14,782.86
6308-003-010	2670 LEONIS BLVD	4175852	Industrial	55,321	100.00%	55,321.0	0.35716	\$ 19,758.45	\$ 19,758.44
6308-003-024	2615 FRUITLAND AVE	2519347	Industrial	42,260	100.00%	42,260.0	0.35716	\$ 15,093.58	\$ 15,093.58
6308-004-006	2601 LEONIS BLVD	304078	Commercial	11,326	100.00%	11,326.0	0.35716	\$ 4,045.19	\$ 4,045.20
6308-004-009	4632 PACIFIC BLVD	1481145	Industrial	24,393	100.00%	24,393.0	0.35716	\$ 8,712.20	\$ 8,712.20
6308-004-010	4626 PACIFIC BLVD	2080069	Industrial	43,560	100.00%	43,560.0	0.35716	\$ 15,557.89	\$ 15,557.88
6308-005-009	4553 SEVILLE AVE	5548428	Industrial	127,195	70.00%	89,036.5	0.35716	\$ 31,800.28	\$ 31,800.28
6308-005-012	4480 PACIFIC BLVD	4945524	Industrial	148,104	69.56%	103,021.1	0.35716	\$ 36,795.03	\$ 36,795.04

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6308-005-019	2788 E VERNON AVE	3770140	Industrial	65,340	100.00%	65,340.0	0.35716	\$ 23,336.83	\$ 23,336.84
6308-005-020		2153917	Industrial	77,900	100.00%	77,900.0	0.35716	\$ 27,822.76	\$ 27,822.76
6308-005-022	2640 E 45TH ST	18725919	Industrial	282,269	100.00%	282,269.0	0.35716	\$ 100,815.20	\$ 100,815.20
6308-005-023	2716 E VERNON AVE	8578200	Industrial	61,419	100.00%	61,419.0	0.35716	\$ 21,936.41	\$ 21,936.42
6308-006-004	4320 S SANTA FE AVE	4457073	Industrial	36,155	91.06%	32,922.7	0.35716	\$ 11,758.69	\$ 11,758.68
6308-006-015	4433 PACIFIC BLVD	4729132	Industrial	24,159	95.00%	22,951.1	0.35716	\$ 8,197.20	\$ 8,197.20
6308-006-019	2450 VERNON AVE	16360800	Industrial	123,086	100.00%	123,086.0	0.35716	\$ 43,961.40	\$ 43,961.40
6308-007-018	4400 PACIFIC BLVD	4783196	Industrial	234,788	82.85%	194,521.9	0.35716	\$ 69,475.43	\$ 69,475.42
6308-008-024	4545 PACIFIC BLVD	3491966	Industrial	75,794	100.00%	75,794.0	0.35716	\$ 27,070.59	\$ 27,070.58
6308-008-030	2555 CHAMBERS ST	6242400	Industrial	48,787	35.00%	17,075.5	0.35716	\$ 6,098.67	\$ 6,098.66
6308-009-018	4641 HAMPTON ST	1671402	Industrial	22,651	100.00%	22,651.0	0.35716	\$ 8,090.03	\$ 8,090.04
6308-009-021	4615 HAMPTON ST	2674244	Industrial	18,700	100.00%	18,700.0	0.35716	\$ 6,678.89	\$ 6,678.90
6308-009-028	4621 PACIFIC BLVD	975826	Industrial	44,221	100.00%	44,221.0	0.35716	\$ 15,793.97	\$ 15,793.98
6308-009-029	4651 PACIFIC BLVD	313141	Industrial	11,796	100.00%	11,796.0	0.35716	\$ 4,213.06	\$ 4,213.06
6308-009-030	4811 HAMPTON ST	1498389	Industrial	54,465	100.00%	54,465.0	0.35716	\$ 19,452.72	\$ 19,452.72
6308-010-016	5101 PACIFIC BLVD	2865000	Industrial	15,000	100.00%	15,000.0	0.35716	\$ 5,357.40	\$ 5,357.40
6308-010-017	5101 PACIFIC BLVD	1672800	Industrial	16,013	100.00%	16,013.0	0.35716	\$ 5,719.20	\$ 5,719.20
6308-010-021	4927 PACIFIC BLVD	864499	Industrial	26,302	65.00%	17,096.3	0.35716	\$ 6,106.11	\$ 6,106.12
6308-010-022	4915 PACIFIC BLVD	3173220	Industrial	25,000	100.00%	25,000.0	0.35716	\$ 8,929.00	\$ 8,929.00
6308-010-023	4903 PACIFIC BLVD	1626283	Industrial	22,999	40.37%	9,284.7	0.35716	\$ 3,316.12	\$ 3,316.12
6308-010-028	5024 HAMPTON ST	2550000	Industrial	18,450	100.00%	18,450.0	0.35716	\$ 6,589.60	\$ 6,589.60
6308-010-029	5034 HAMPTON ST	810466	Industrial	17,449	100.00%	17,449.0	0.35716	\$ 6,232.08	\$ 6,232.08
6308-010-030	2525 FRUITLAND AVE	3259305	Industrial	41,513	100.00%	41,513.0	0.35716	\$ 14,826.78	\$ 14,826.78
6308-010-037	2516 E 49TH ST	3441496	Industrial	44,867	75.86%	34,036.1	0.35716	\$ 12,156.34	\$ 12,156.34
6308-010-038	5015 HAMPTON ST	2465000	Industrial	20,561	100.00%	20,561.0	0.35716	\$ 7,343.57	\$ 7,343.56
6308-010-039	5025 HAMPTON ST	2178362	Industrial	20,504	100.00%	20,504.0	0.35716	\$ 7,323.21	\$ 7,323.20
6308-011-009	4900 S SANTA FE AVE	6805213	Industrial	155,074	100.00%	155,074.0	0.35716	\$ 55,386.23	\$ 55,386.22
6308-011-010	4900 S SANTA FE AVE	7287526	Industrial	146,797	100.00%	146,797.0	0.35716	\$ 52,430.02	\$ 52,430.02
6308-011-011	2465 FRUITLAND AVE	15976191	Industrial	151,589	78.23%	118,588.1	0.35716	\$ 42,354.92	\$ 42,354.92
6308-012-015	4439 S SANTA FE AVE	600769	Industrial	32,670	100.00%	32,670.0	0.35716	\$ 11,668.42	\$ 11,668.42
6308-012-016	4441 S SANTA FE AVE	2225048	Industrial	166,835	50.39%	84,068.2	0.35716	\$ 30,025.78	\$ 30,025.78
6308-013-017	4423 HAWTHORNE AVE	1983893	Industrial	43,996	77.42%	34,061.7	0.35716	\$ 12,165.48	\$ 12,165.48
6308-013-023	2042 E VERNON AVE	9619850	Industrial	72,087	72.52%	52,277.5	0.35716	\$ 18,671.43	\$ 18,671.42
6308-013-027	2024 E 45TH ST	123470	Industrial	6,673	100.00%	6,673.0	0.35716	\$ 2,383.33	\$ 2,383.32
6308-013-030	2036 E 45TH ST	512311	Industrial	6,673	100.00%	6,673.0	0.35716	\$ 2,383.33	\$ 2,383.32
6308-013-031	2038 E 45TH ST	387355	Industrial	6,673	100.00%	6,673.0	0.35716	\$ 2,383.33	\$ 2,383.32
6308-013-032	2021 E 46TH ST	381638	Industrial	33,371	100.00%	33,371.0	0.35716	\$ 11,918.79	\$ 11,918.78
6308-013-036	2045 E 45TH ST	2260372	Industrial	20,025	100.00%	20,025.0	0.35716	\$ 7,152.13	\$ 7,152.12
6308-014-025	1951 E 48TH ST	5650139	Industrial	188,179	87.40%	164,468.4	0.35716	\$ 58,741.55	\$ 58,741.56
6308-014-027	2311 E 48TH ST	5838566	Industrial	293,159	100.00%	293,159.0	0.35716	\$ 104,704.67	\$ 104,704.66
6308-014-031	4701 S SANTA FE AVE	22175000	Industrial	176,418	100.00%	176,418.0	0.35716	\$ 63,009.45	\$ 63,009.46
6308-014-032	1946 E 46TH ST	16997509	Industrial	234,788	15.67%	36,791.3	0.35716	\$ 13,140.37	\$ 13,140.38
6308-014-038	4768 S ALAMEDA ST	9751790	Industrial	186,872	100.00%	186,872.0	0.35716	\$ 66,743.20	\$ 66,743.20
6308-015-008	4901 S SANTA FE AVE	1530000	Industrial	11,325	5.00%	566.3	0.35716	\$ 202.24	\$ 202.24
6308-015-013	5075 S SANTA FE AVE	1820058	Industrial	51,722	100.00%	51,722.0	0.35716	\$ 18,473.03	\$ 18,473.02
6308-015-014	2369 E 51ST ST	2663820	Industrial	47,045	100.00%	47,045.0	0.35716	\$ 16,802.59	\$ 16,802.60
6308-015-015	2313 E 51ST ST	4881556	Industrial	39,204	100.00%	39,204.0	0.35716	\$ 14,002.10	\$ 14,002.10

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6308-015-017	2131 E 51ST ST	1623040	Industrial	99,317	50.00%	49,658.5	0.35716	\$ 17,736.03	\$ 17,736.02
6308-015-019	5041 S SANTA FE AVE	2227917	Industrial	37,705	100.00%	37,705.0	0.35716	\$ 13,466.72	\$ 13,466.72
6308-015-020	2200 E 49TH ST	12318336	Industrial	204,296	100.00%	204,296.0	0.35716	\$ 72,966.36	\$ 72,966.36
6308-015-023	2324 E 49TH ST	4018151	Industrial	61,855	100.00%	61,855.0	0.35716	\$ 22,092.13	\$ 22,092.14
6308-015-034	2034 E 48TH ST	3737216	Industrial	118,048	84.49%	99,738.8	0.35716	\$ 35,622.69	\$ 35,622.70
6308-015-040	2101 E 51ST ST	1378197	Industrial	20,473	78.00%	15,968.9	0.35716	\$ 5,703.47	\$ 5,703.46
6308-015-041	2055 E 51ST ST	4467328	Industrial	63,162	100.00%	63,162.0	0.35716	\$ 22,558.94	\$ 22,558.94
6308-015-043	2392 E 48TH ST	5346592	Industrial	278,784	62.06%	173,013.4	0.35716	\$ 61,793.45	\$ 61,793.44
6308-015-044	4871 S SANTA FE AVE	7099574	Industrial	464,281	40.75%	189,194.5	0.35716	\$ 67,572.71	\$ 67,572.72
6308-015-052	5080 ALAMEDA ST	7017926	Industrial	67,518	100.00%	67,518.0	0.35716	\$ 24,114.73	\$ 24,114.72
6308-015-063	4800 S ALAMEDA ST	6687826	Industrial	128,938	6.50%	8,381.0	0.35716	\$ 2,993.35	\$ 2,993.34
6308-015-069	2111 E 49TH ST	4559555	Industrial	50,094	100.00%	50,094.0	0.35716	\$ 17,891.57	\$ 17,891.58
6308-015-072	4890 S ALAMEDA ST	8096952	Industrial	189,050	28.00%	52,934.0	0.35716	\$ 18,905.91	\$ 18,905.90
6308-015-073	2011 E 49TH ST	6241974	Industrial	52,708	85.00%	44,801.8	0.35716	\$ 16,001.41	\$ 16,001.42
6308-015-075	2035 E 49TH ST	2399166	Industrial	49,962	100.00%	49,962.0	0.35716	\$ 17,844.43	\$ 17,844.42
6308-015-076	2300 E 48TH ST	3279231	Industrial	64,904	100.00%	64,904.0	0.35716	\$ 23,181.11	\$ 23,181.12
6308-015-077	2000 E 49TH ST	33722000	Industrial	344,995	75.66%	261,023.2	0.35716	\$ 93,227.05	\$ 93,227.06
6308-016-005	1930 E 51ST ST	3867530	Industrial	71,874	46.19%	33,198.6	0.35716	\$ 11,857.21	\$ 11,857.22
6308-016-008	2140 E 51ST ST	2076273	Industrial	52,272	100.00%	52,272.0	0.35716	\$ 18,669.47	\$ 18,669.46
6308-016-010	2322 E 51ST ST	13798825	Industrial	166,399	50.39%	83,848.5	0.35716	\$ 29,947.31	\$ 29,947.32
6308-016-012	2305 E 52ND ST	1709084	Industrial	22,517	64.02%	14,415.4	0.35716	\$ 5,148.60	\$ 5,148.60
6308-016-015	2323 E 52ND ST	711133	Industrial	32,422	100.00%	32,422.0	0.35716	\$ 11,579.84	\$ 11,579.84
6308-016-016	2335 E 52ND ST	6660600	Industrial	40,424	100.00%	40,424.0	0.35716	\$ 14,437.84	\$ 14,437.84
6308-016-022	2200 E 52ND ST	2231298	Industrial	123,680	37.00%	45,761.6	0.35716	\$ 16,344.21	\$ 16,344.22
6308-016-027	2031 E 55TH ST	8523941	Industrial	417,305	83.08%	346,697.0	0.35716	\$ 123,826.30	\$ 123,826.30
6308-016-028	2301 E 55TH ST	8889418	Industrial	120,901	100.00%	120,901.0	0.35716	\$ 43,181.00	\$ 43,181.00
6308-016-032	5415 S SANTA FE AVE	1623646	Commercial	30,000	100.00%	30,000.0	0.35716	\$ 10,714.80	\$ 10,714.80
6308-016-036	2381 E 52ND ST	2920084	Industrial	79,824	100.00%	79,824.0	0.35716	\$ 28,509.94	\$ 28,509.94
6308-016-039	2131 E 52ND ST	11579871	Industrial	263,102	70.52%	185,539.5	0.35716	\$ 66,267.30	\$ 66,267.30
6308-016-041	5201 S SANTA FE AVE	8791337	Industrial	85,378	53.58%	45,745.5	0.35716	\$ 16,338.47	\$ 16,338.48
6308-016-043	5132 S ALAMEDA ST	4437404	Industrial	76,665	100.00%	76,665.0	0.35716	\$ 27,381.67	\$ 27,381.68
6308-016-047	2226 E 52ND ST	3254760	Industrial	62,920	100.00%	62,920.0	0.35716	\$ 22,472.51	\$ 22,472.50
6308-016-048	2250 E 52ND ST	8063100	Industrial	54,014	100.00%	54,014.0	0.35716	\$ 19,291.64	\$ 19,291.64
6308-016-054	5401 S SANTA FE AVE	4127311	Industrial	54,450	22.00%	11,979.0	0.35716	\$ 4,278.42	\$ 4,278.42
6308-016-056	2154 E 51ST ST	2666591	Industrial	53,774	100.00%	53,774.0	0.35716	\$ 19,205.92	\$ 19,205.92
6308-018-022	5700 S ALAMEDA ST	1680050	Industrial	91,040	100.00%	91,040.0	0.35716	\$ 32,515.85	\$ 32,515.84
6308-019-017	2330 E 57TH ST	13924156	Industrial	391,604	67.23%	263,275.4	0.35716	\$ 94,031.43	\$ 94,031.44
6308-019-021	5798 S ANDERSON ST	767017	Industrial	13,970	100.00%	13,970.0	0.35716	\$ 4,989.53	\$ 4,989.52
6308-019-024	2198 E ANDERSON ST	443935	Industrial	5,467	100.00%	5,467.0	0.35716	\$ 1,952.59	\$ 1,952.60
6308-019-026	2170 E ANDERSON ST	906538	Industrial	9,448	100.00%	9,448.0	0.35716	\$ 3,374.45	\$ 3,374.44
6308-019-027	2170 E ANDERSON ST	545145	Industrial	4,996	100.00%	4,996.0	0.35716	\$ 1,784.37	\$ 1,784.38
6308-019-030	2111 E ANDERSON ST	521211	Industrial	14,316	38.86%	5,563.2	0.35716	\$ 1,986.95	\$ 1,986.96
6308-019-031	5760 S 2ND ST	2106300	Industrial	14,612	100.00%	14,612.0	0.35716	\$ 5,218.82	\$ 5,218.82
6308-019-032	5720 E 2ND ST	540193	Industrial	13,700	100.00%	13,700.0	0.35716	\$ 4,893.09	\$ 4,893.10
6308-019-033	2104 E 57TH ST	519750	Industrial	13,695	100.00%	13,695.0	0.35716	\$ 4,891.31	\$ 4,891.30
6308-019-034	2190 E 57TH ST	540193	Industrial	13,682	95.02%	13,000.6	0.35716	\$ 4,643.31	\$ 4,643.30
6309-001-001	5190 S SANTA FE AVE	7322334	Industrial	90,343	100.00%	90,343.0	0.35716	\$ 32,266.91	\$ 32,266.90

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6309-003-037	5332 S SANTA FE AVE	1035486	Vacant	12,960	100.00%	12,960.0	0.35716	\$ 4,628.79	\$ 4,628.80
6309-004-011	5402 S SANTA FE AVE	274914	Industrial	3,372	100.00%	3,372.0	0.35716	\$ 1,204.34	\$ 1,204.34
6309-005-009	5512 S SANTA FE AVE	1910174	Industrial	6,747	100.00%	6,747.0	0.35716	\$ 2,409.76	\$ 2,409.76
6309-005-011	5500 S SANTA FE AVE	825968	Industrial	9,829	100.00%	9,829.0	0.35716	\$ 3,510.53	\$ 3,510.52
6309-009-004	5139 PACIFIC BLVD	1059440	Industrial	35,236	77.56%	27,329.0	0.35716	\$ 9,760.84	\$ 9,760.84
6309-018-003	5140 PACIFIC BLVD	525593	Commercial	9,901	81.82%	8,101.0	0.35716	\$ 2,893.35	\$ 2,893.36
6309-026-019	5525 S SOTO ST	8241968	Industrial	801,068	100.00%	801,068.0	0.35716	\$ 286,109.45	\$ 286,109.44
6309-026-028	2726 FRUITLAND AVE	4259771	Industrial	106,286	15.98%	16,984.5	0.35716	\$ 6,066.19	\$ 6,066.18
6309-026-032	5411 S SOTO ST	9308528	Industrial	211,266	100.00%	211,266.0	0.35716	\$ 75,455.76	\$ 75,455.76
6309-026-033	5325 S SOTO ST	8117557	Industrial	348,916	46.44%	162,036.6	0.35716	\$ 57,872.99	\$ 57,872.98
6309-026-034	5201 S SOTO ST	2101022	Industrial	88,862	76.78%	68,228.2	0.35716	\$ 24,368.40	\$ 24,368.40
6309-026-035	2726 FRUITLAND AVE	3425061	Industrial	57,064	13.12%	7,486.8	0.35716	\$ 2,673.98	\$ 2,673.98
6310-002-010	5207 S DOWNEY RD	8781495	Industrial	66,770	100.00%	66,770.0	0.35716	\$ 23,847.57	\$ 23,847.58
6310-002-011	5203 S DOWNEY RD	2174572	Industrial	35,981	100.00%	35,981.0	0.35716	\$ 12,850.97	\$ 12,850.98
6310-002-014	5201 S DOWNEY RD	6802342	Industrial	58,545	52.91%	30,976.2	0.35716	\$ 11,063.45	\$ 11,063.44
6310-002-016	3320 FRUITLAND AVE	746521	Industrial	17,400	100.00%	17,400.0	0.35716	\$ 6,214.58	\$ 6,214.58
6310-002-026	5502 ALCOA AVE	3153916	Industrial	84,245	100.00%	84,245.0	0.35716	\$ 30,088.94	\$ 30,088.94
6310-002-027	5524 ALCOA AVE	8479260	Industrial	65,514	100.00%	65,514.0	0.35716	\$ 23,398.98	\$ 23,398.98
6310-002-029	5353 S DOWNEY RD	12062539	Industrial	330,272	15.00%	49,540.8	0.35716	\$ 17,693.99	\$ 17,694.00
6310-002-031	5601 S DOWNEY RD	7293853	Industrial	158,820	100.00%	158,820.0	0.35716	\$ 56,724.15	\$ 56,724.16
6310-002-032	5501 S DOWNEY RD	9508018	Industrial	200,535	100.00%	200,535.0	0.35716	\$ 71,623.08	\$ 71,623.08
6310-004-008	3365 E SLAUSON AVE	5905674	Industrial	182,516	50.00%	91,258.0	0.35716	\$ 32,593.71	\$ 32,593.70
6310-004-010	3355 E SLAUSON AVE	6324000	Industrial	56,192	94.75%	53,241.9	0.35716	\$ 19,015.88	\$ 19,015.88
6310-004-012	5681 S DOWNEY RD	3380123	Industrial	73,308	100.00%	73,308.0	0.35716	\$ 26,182.69	\$ 26,182.68
6310-004-014	3385 E SLAUSON AVE	3796115	Industrial	110,207	100.00%	110,207.0	0.35716	\$ 39,361.53	\$ 39,361.54
6310-004-015	3375 E SLAUSON AVE	6891021	Commercial	77,537	100.00%	77,537.0	0.35716	\$ 27,693.11	\$ 27,693.12
6310-005-004	5708 ALCOA AVE	2546898	Industrial	20,038	100.00%	20,038.0	0.35716	\$ 7,156.77	\$ 7,156.78
6310-005-009	5764 ALCOA AVE	9729373	Industrial	157,687	100.00%	157,687.0	0.35716	\$ 56,319.49	\$ 56,319.48
6310-005-010	3311 E SLAUSON AVE	6803833	Industrial	89,733	100.00%	89,733.0	0.35716	\$ 32,049.04	\$ 32,049.04
6310-006-007	3287 E SLAUSON AVE	1929077	Industrial	43,124	100.00%	43,124.0	0.35716	\$ 15,402.17	\$ 15,402.16
6310-006-013	3275 E SLAUSON AVE	12803048	Industrial	149,411	100.00%	149,411.0	0.35716	\$ 53,363.63	\$ 53,363.64
6310-006-016	5725 ALCOA AVE UNIT 22	4762699	Industrial	56,192	100.00%	56,192.0	0.35716	\$ 20,069.53	\$ 20,069.54
6310-007-006	3165 E SLAUSON AVE	5639993	Industrial	96,703	53.08%	51,330.0	0.35716	\$ 18,333.01	\$ 18,333.00
6310-007-008	5500 S BOYLE AVE	15099927	Industrial	151,504	100.00%	151,504.0	0.35716	\$ 54,111.17	\$ 54,111.16
6310-008-009	5685 ALCOA AVE	25005300	Industrial	222,230	100.00%	222,230.0	0.35716	\$ 79,371.67	\$ 79,371.66
6310-008-015	5233 ALCOA AVE	14960360	Industrial	217,280	100.00%	217,280.0	0.35716	\$ 77,603.72	\$ 77,603.72
6310-008-016	5383 ALCOA AVE	15804572	Industrial	257,695	25.97%	66,923.4	0.35716	\$ 23,902.36	\$ 23,902.36
6310-009-010	2825 E 54TH ST	8903366	Industrial	189,486	100.00%	189,486.0	0.35716	\$ 67,676.82	\$ 67,676.82
6310-009-024	2929 E 54TH ST	5415823	Industrial	233,046	100.00%	233,046.0	0.35716	\$ 83,234.71	\$ 83,234.70
6310-009-025	5215 S BOYLE AVE	10633019	Industrial	467,399	100.00%	467,399.0	0.35716	\$ 166,936.23	\$ 166,936.22
6310-010-007	5400 S SOTO ST	3442520	Industrial	270,046	22.44%	60,598.3	0.35716	\$ 21,643.30	\$ 21,643.30
6310-010-014	5455 S BOYLE AVE	840648	Industrial	59,647	100.00%	59,647.0	0.35716	\$ 21,303.52	\$ 21,303.52
6310-011-008	5801 S BOYLE AVE	5160552	Industrial	143,748	100.00%	143,748.0	0.35716	\$ 51,341.04	\$ 51,341.04
6310-015-021	5500 S SOTO ST	6752464	Industrial	111,078	67.41%	74,877.7	0.35716	\$ 26,743.31	\$ 26,743.32
6310-015-022	5604 S SOTO ST	1979489	Industrial	82,764	77.99%	64,547.6	0.35716	\$ 23,053.84	\$ 23,053.84
6310-027-022	6250 S BOYLE AVE	21160295	Industrial	383,328	56.79%	217,692.0	0.35716	\$ 77,750.86	\$ 77,750.86
6310-027-037	3100 E SLAUSON AVE	35226328	Industrial	808,642	89.43%	723,168.5	0.35716	\$ 258,286.88	\$ 258,286.88

WAREHOUSE SPECIAL PARCEL TAX (WSPT) 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	Use Category	Lot Sq.Ft.	WSPT Percent	Lot Sq.Ft Subject to WSPT Asmt	WSPT Rate	WSPT Amount	Even Cents
6310-027-042	6099 MALBURG WAY	8033325	Industrial	77,537	100.00%	77,537.0	0.35716	\$ 27,693.11	\$ 27,693.12
6310-027-043	6065 MALBURG WAY	7794571	Industrial	77,972	53.06%	41,371.9	0.35716	\$ 14,776.40	\$ 14,776.40
6310-027-044	6033 MALBURG WAY	7821102	Industrial	79,715	56.20%	44,799.8	0.35716	\$ 16,000.71	\$ 16,000.70
6310-027-045	6001 MALBURG WAY	7783960	Industrial	80,150	80.77%	64,737.2	0.35716	\$ 23,121.52	\$ 23,121.52
6310-027-046	5981 MALBURG WAY	7990896	Industrial	84,506	100.00%	84,506.0	0.35716	\$ 30,182.16	\$ 30,182.16
6310-027-048	3390 E SLAUSON AVE	8781495	Industrial	118,048	83.00%	97,979.8	0.35716	\$ 34,994.48	\$ 34,994.48
6310-027-049	5990 MALBURG WAY	8303952	Industrial	87,991	100.00%	87,991.0	0.35716	\$ 31,426.87	\$ 31,426.86
6310-027-050	6074 MALBURG WAY	8277421	Industrial	85,487	100.00%	85,487.0	0.35716	\$ 30,532.54	\$ 30,532.54
6310-027-051	6116 MALBURG WAY	7927223	Industrial	83,112	63.12%	52,460.3	0.35716	\$ 18,736.72	\$ 18,736.72
6310-027-052	6160 MALBURG WAY	7821102	Industrial	83,142	51.87%	43,125.8	0.35716	\$ 15,402.79	\$ 15,402.80
6314-001-035	5201 DISTRICT BLVD	6034228	Industrial	60,548	100.00%	60,548.0	0.35716	\$ 21,625.32	\$ 21,625.32
6314-001-036	5275 DISTRICT BLVD	4665943	Industrial	78,408	100.00%	78,408.0	0.35716	\$ 28,004.20	\$ 28,004.20
6314-002-015	5151 HELIOTROPE AVE	3216260	Industrial	60,548	100.00%	60,548.0	0.35716	\$ 21,625.32	\$ 21,625.32
6314-002-016	4731 E 52ND DR	3062662	Industrial	67,082	100.00%	67,082.0	0.35716	\$ 23,959.01	\$ 23,959.00
6314-003-010	5119 DISTRICT BLVD	18279328	Industrial	221,285	50.00%	110,642.5	0.35716	\$ 39,517.08	\$ 39,517.08
6314-020-044	5051 E SLAUSON AVE	1975446	Industrial	31,470	100.00%	31,470.0	0.35716	\$ 11,239.83	\$ 11,239.82
6314-033-003		14119941	Industrial	310,583	100.00%	310,583.0	0.35716	\$ 110,927.82	\$ 110,927.82
6314-033-005		877968	Industrial	29,180	100.00%	29,180.0	0.35716	\$ 10,421.93	\$ 10,421.92
6332-001-002	4800 E 26TH ST	1071124	Industrial	38,768	100.00%	38,768.0	0.35716	\$ 13,846.38	\$ 13,846.38
6332-001-003	4720 E 26TH ST	2222416	Industrial	53,004	30.45%	16,139.7	0.35716	\$ 5,764.46	\$ 5,764.46
6332-001-004	4730 E 26TH ST	1798655	Industrial	69,112	24.73%	17,091.4	0.35716	\$ 6,104.36	\$ 6,104.36
Total								491 \$	13,307,943.06



FINANCE DEPARTMENT
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

DA Account #: 276.40

AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS (Warehouse Special Parcel Tax)

This agreement is made and entered into between the *Los Angeles County Auditor-Controller* and **City of Vernon** to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to **City of Vernon**.

I. PROPERTY TAX SERVICES

Los Angeles County will place direct assessments on the Secured Tax Roll and distribute collections to **City of Vernon** at the same time and in the same manner as Los Angeles County property taxes are collected and distributed. **City of Vernon** will adhere to the policies and procedures established by the Los Angeles County Auditor-Controller as outlined in the Direct Assessment Submission Procedure Manual.

Fee for Billing Services

For billing of direct assessments, the Los Angeles County Auditor-Controller shall collect the following charge:

DA Original Submission - \$0.25 per assessment per parcel

For correction of direct assessments requested by **City of Vernon** after extension of the tax roll, the Los Angeles County Auditor-Controller will collect \$13.00 per correction.

The Los Angeles County Auditor-Controller will charge an additional fee for extended services provided to **City of Vernon** that are outlined in the Auditor-Controller Direct Assessment Submission Procedure Manual.

II. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing charges are collected once a year, on the December 20th advance distribution. Any additional charges are deducted on the next available distribution of monies.

Exclusively Industrial

III. ACCOUNTING SERVICES

The Los Angeles County Auditor-Controller has available a report of direct assessments levied for the tax year by parcel and will be provided to **City of Vernon**. Accounting Services beyond this will be considered extended services and will be subject to additional charges and fees.

IV. MODIFICATION OF COLLECTION FEES AND CHARGES

The Los Angeles County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to **City of Vernon**.

V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for such levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. **City of Vernon** warrants that the taxes, fees, or assessments imposed by **City of Vernon** and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

City of Vernon hereby releases and forever discharges Los Angeles County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of **City of Vernon** responsibility under this agreement or other action taken by **City of Vernon** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

City of Vernon agrees to and shall defend, indemnify and hold harmless Los Angeles County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of **City of Vernon** responsibility under this agreement, or other action taken by **City of Vernon** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, **City of Vernon** agrees that Los Angeles County may offset the amount of any judgment paid by Los Angeles County or by any indemnified party from any monies collected by Los Angeles County on **City of Vernon** behalf, including property taxes, special taxes, fees, or assessments. Los Angeles County may, but is not required to, notify **City of Vernon** of its intent to implement any offset authorized by this paragraph.

VI. TERMS OF AGREEMENT

All existing agreements between Los Angeles County Auditor-Controller and **City of Vernon** pertaining to the collection of direct assessments shall be terminated upon the execution of this agreement. This agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice to the other party of cancellation.

AUTHORIZED SIGNEE:

- ☐ Director of Finance ☐ Manager ☐ Authorized Consulting Agent
☐ Other (please specify Title): _____

Authorized Signature: _____ Date: _____

Authorized Name: _____
PRINT NAME

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____
SECTION MANAGER

Approved Name: _____
PRINT NAME

WAREHOUSE SPECIAL PARCEL TAX

	CPI - MARCH A	BASE B	INCREASE FROM INCEPTION (A/B)-1	%	CPI % Increase from Previous Year	Maximum Tax Rate \$.20*(CPI/Base CPI)	Proposed Tax Rate	Increase from Previous Year	%
2022	306.679	165	0.858661	85.87%	8.502094%	\$ 0.371732	\$ 0.357164	0.042500	4.250000%
2021	282.648	165	0.713018	71.30%	2.190615%	\$ 0.342604	\$ 0.342604	0.021906	2.190615%
2020	276.589	165	0.676297	67.63%	1.945369%	\$ 0.335259	\$ 0.335259	0.019454	1.945369%
2019	271.311	165	0.644309	64.43%	2.707849%	\$ 0.328862	\$ 0.328862	0.027078	2.707849%
2018	264.158	165	0.600958	60.10%	3.784697%	\$ 0.320192	\$ 0.320192	0.037847	3.784697%
2017	254.525	165	0.542576	54.26%	2.683632%	\$ 0.308515	\$ 0.308515	0.026836	2.683632%
2016	247.873	165	0.502261	50.23%	1.696494%	\$ 0.300452	\$ 0.300452	0.016965	1.696494%
2015	243.738	165	0.477200	47.72%	0.514246%	\$ 0.295440	\$ 0.295440	0.005142	0.514246%
2014	242.491	165	0.469642	46.96%	1.040022%	\$ 0.293928	\$ 0.293928	0.010400	1.040022%
2013	239.995	165	0.454515	45.45%	1.288928%	\$ 0.290903	\$ 0.290903	0.012883	1.288301%

PUBLIC SAFETY SPECIAL PARCEL TAX

	CPI - MARCH A	BASE B	INCREASE FROM INCEPTION (A/B)-1	%	CPI % Increase from Previous Year	Maximum Tax Rate 0.03*(CPI/Base CPI)	Proposed Tax Rate	Increase from Previous Year	%
2022	306.679	239.995	0.277856	27.79%	8.502094%	\$ 0.038336	\$ 0.036833	0.042500	4.250000%
2021	282.648	239.995	0.177725	17.77%	2.190615%	\$ 0.035332	\$ 0.035332	0.021906	2.190615%
2020	276.589	239.995	0.152478	15.25%	1.945369%	\$ 0.034574	\$ 0.034574	0.019454	1.945369%
2019	271.311	239.995	0.130486	13.05%	2.707849%	\$ 0.033915	\$ 0.033915	0.027078	2.707849%
2018	264.158	239.995	0.100681	10.07%	3.784697%	\$ 0.033020	\$ 0.033020	0.037847	3.784697%
2017	254.525	239.995	0.060543	6.05%	2.683632%	\$ 0.031816	\$ 0.031816	0.026836	2.683632%
2016	247.873	239.995	0.032826	3.28%	1.696494%	\$ 0.030985	\$ 0.030985	0.016965	1.696494%
2015	243.738	239.995	0.015596	1.56%	0.514246%	\$ 0.030468	\$ 0.030468	0.005142	0.514246%
2014	242.491	239.995	0.010400	1.04%	1.040022%	\$ 0.030312	\$ 0.030312	0.010400	1.040022%
2013	239.995	239.995	0.000000	0.00%	0.000000%	\$ 0.030000	\$ 0.030000	0.000000	0.000000%



Databases, Tables & Calculators by Subject

Change Output Options: From: 1999 ▼ To: 2022 ▼ 

☐ include graphs ☐ include annual averages

[More Formatting Options](#) 

Data extracted on: May 4, 2022 (11:05:17 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1999	164.2	164.6	165.0	166.6	166.2	165.4	165.8	166.3	167.2	167.2	167.1	167.3	166.1	165.3	166.8
2000	167.9	169.3	170.7	170.6	171.1	171.0	171.7	172.2	173.3	173.8	173.5	173.5	171.6	170.1	173.0
2001	174.2	175.4	176.2	176.6	177.5	178.9	178.3	178.4	178.8	178.3	178.1	177.1	177.3	176.5	178.2
2002	178.9	180.1	181.1	182.2	182.6	181.9	182.2	183.0	183.4	183.7	184.0	183.7	182.2	181.1	183.3
2003	185.2	186.5	188.2	187.6	186.4	186.3	186.3	186.9	188.2	187.8	187.1	187.0	187.0	186.7	187.2
2004	188.5	190.1	191.5	191.9	193.3	193.7	193.4	193.1	194.5	196.3	196.9	195.2	193.2	191.5	194.9
2005	195.4	197.4	199.2	201.1	201.5	200.7	201.4	203.1	205.8	206.9	205.6	203.9	201.8	199.2	204.5
2006	206.0	207.5	208.5	210.5	212.4	211.1	211.4	211.9	212.9	211.4	211.1	210.6	210.4	209.3	211.6
2007	212.584	214.760	216.500	217.845	218.596	217.273	217.454	217.330	217.697	218.696	219.943	219.373	217.338	216.260	218.416
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679												

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

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City Council Agenda Item Report

Submitted by: John Lau
Submitting Department: Finance/Treasury
Meeting Date: June 21, 2022

SUBJECT

Public Safety Special Parcel Tax Rate Adjustment for Fiscal Year 2022-2023

Recommendation:

- A. Adopt Resolution No. 2022-20 determining the Public Safety Special Parcel Tax levied for Fiscal Year (FY) 2022-2023, pursuant to Municipal Code Section 3.20.020; and
- B. Approve and authorize the Director of Finance to execute an Agreement for Billing Direct Assessments (Public Safety Special Parcel Tax) with the County of Los Angeles Auditor-Controller's Office, in substantially the same form as submitted, for the collection and distribution of the Public Safety Special Parcel Tax for FY 2022-2023.

Background:

On April 9, 2013, the City of Vernon voters approved Measure L, which authorized the annual levy of a parcel tax on non-residential parcels to fund public safety services. Since its adoption, the Public Safety Special Parcel Tax (Public Safety Tax) is collected annually for each taxable parcel area that is not apportioned a share of the Warehouse Special Parcel Tax as an Assessment on the Los Angeles County Property Tax Bill. However, the City Council sets the rate of the tax each year. The City Council must choose a rate that is not greater than the maximum tax rate for the fiscal year. The provisions for calculating and collecting the Public Safety Tax are codified in Section 3.20.020 of the Vernon Municipal Code (VMC).

Pursuant to VMC Section 3.20.020(d)(2), the maximum rate shall be adjusted annually based upon changes in the Consumer Price Index (CPI) for All Urban Consumers (CPI-U), All Items Index, Los Angeles-Riverside-Orange County, California Area (1982-84=100) for the month of March of the immediately preceding fiscal year. In January 2018, the Bureau of Labor Statistics introduced a new geographic area sample for the CPI. The CPI relies on a sample of households in different metropolitan areas to represent urban households across the nation. Periodically, the CPI program needs to adjust the sample to reflect changes in the distribution of the population across the country. As such, the CPI-U, All Items Index, is now titled, Los Angeles-Long Beach-Anaheim, CA. The geographic area revision does not affect the base year of the CPI. For FY 2021-2022 City Council adopted Resolution No. 2021-21 setting the rate at \$0.03533 per square foot of taxable parcel area.

FY 2022-20223 MAXIMUM PUBLIC SAFETY TAX RATE CALCULATION

Applying the CPI (Attachment 3) in the manner required by Section 3.20.020(d)(2) of the VMC, staff calculated the maximum Public Safety Tax rate for FY 2022-2023 to be \$0.03833 per square foot of taxable area. The calculations are as follows:

Multiply the tax rate by a fraction, the numerator of which is the CPI on the adjustment date and the denominator of which is the CPI for the period ending March, 2013.

CPI March, 2013 = 239.995

CPI March, 2022 = 306.679

$\$0.03(306.679/239.995) = \0.03833 per square foot of taxable parcel area. The maximum Public Safety Tax rate for FY 2022-2023 is an approximate increase of 28% over the 2013 rate and approximately 8.5% over the FY 2021-22 rate. **Given the year over year increase of the CPI rate and pursuant to VMC Section 3.20.010(d), staff recommends that City Council impose a lower rate of \$0.03683 per square foot of taxable parcel area, an increase of approximately 4.25% over the 2021 rate.**

Pursuant to VMC Section 3.20.020(f), the tax is collected on the County of Los Angeles Property Tax Bill. An agreement is required by the County of Los Angeles Auditor-Controller's Office for the City of Vernon to use the County's collection services. Pursuant to VMC Section 3.32.110 et seq., competitive bidding and competitive selection are not required because the services are provided by a governmental entity and because the entity is the sole provider. The Agreement for Billing Direct Assessments (Public Safety Special Parcel Tax) was reviewed and approved as to form by the City Attorney's Office.

In order to implement the Public Safety Tax, Staff recommends that the City Council adopt the proposed resolution setting the Public Safety Tax at \$0.03683 per square foot of taxable parcel area and approve and authorize the Director of Finance to execute an Agreement for the Billing of Direct Assessments (Public Safety Special Parcel Tax) with the County of Los Angeles Auditor-Controller's Office for the collection and distribution of the Public Safety Special Parcel Tax for FY 22-23.

Fiscal Impact:

Based on the proposed rate adjustment of \$0.03683 per square foot of taxable parcel area, and by implementing the recommended action, the City's Public Safety Tax revenue will increase from approximately \$2.180 million to approximately \$2.272 million, providing an estimated additional \$92,000 for the FY 22-23 Budget.

The County of Los Angeles Auditor-Controller charges \$0.25 per assessment per parcel, plus a \$50 processing fee for FY 22-23. Corrections of direct assessments will be charged at a rate of \$13 per parcel. Direct Assessment billing charges are deducted from revenues forwarded by the County to the City on the December 20th advanced distribution. The estimated total cost, based upon the parcels subject to the Public Safety Tax is \$286.

Attachments:

1. [Resolution No. 2022-20](#)
2. [Agreement for Billing of Direct Assessments \(Public Safety Special Parcel Tax\)](#)
3. [Bureau of Labor Statistics Data](#)

RESOLUTION NO. 2022-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
DETERMINING THE PUBLIC SAFETY SPECIAL PARCEL TAX LEVIED
FOR FISCAL YEAR 2022-2023 PURSUANT TO VERNON MUNICIPAL
CODE SECTION 3.20.020

SECTION 1. Recitals.

- A. Vernon Municipal Code Section 3.20.020 authorizes an annual public safety special parcel tax (Tax).
- B. Vernon Municipal Code Section 3.20.020(e) requires that the City Council determine, for each fiscal year, by ordinance or resolution, the amount of the Tax to be imposed on each parcel subject to the Tax, calculated based on the applicable maximum rate for such fiscal year but may, at the discretion of the City Council, be determined based on lower rates.

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

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

SECTION 3. The City Council hereby determines the Tax for fiscal year 2022-2023 shall be \$0.03683 per square foot of taxable parcel area. A list of parcels subject to the Tax, as well as the amount of the Tax to be levied upon each parcel, is attached hereto as Exhibit A and is hereby approved.

SECTION 4. The tax shall be collected in the same manner as ad valorem property taxes are collected and shall be subject to the same procedure, sale and lien priority in case of delinquency as is provided by ad valorem taxes.

SECTION 5. The City Clerk, or designee, is hereby directed to transmit a copy of this resolution, together with such other information as may be required for placement of the tax on the County property tax bills, to the Department of Auditor-Controller of the County of Los Angeles.

SECTION 6. The City Administrator, or designee, is hereby authorized to amend the aforesaid list to add any parcel subject to the Tax omitted therefrom, with said Tax calculated at the rate of \$0.03683 per square foot of taxable parcel area, and to delete any parcel erroneously included.

SECTION 7. 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 21st day of June, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
5168-023-001	2677 E 26TH ST	586595	Industrial	31,529	100.00%	31,529.0	0.03683	\$ 1,161.21	\$ 1,161.22
5168-023-010	2626 E 25TH ST	142800	Vacant	9,134	100.00%	9,134.0	0.03683	\$ 336.41	\$ 336.40
5168-023-015	2671 E 26TH ST	706243	Industrial	36,812	100.00%	36,812.0	0.03683	\$ 1,355.79	\$ 1,355.78
5168-023-018		458101	Industrial	46,544	100.00%	46,544.0	0.03683	\$ 1,714.22	\$ 1,714.22
5168-023-019	2590 HARRIETT ST	2779546	Industrial	49,328	100.00%	49,328.0	0.03683	\$ 1,816.75	\$ 1,816.76
5168-025-002		4003	Vacant	1,888	100.00%	1,888.0	0.03683	\$ 69.54	\$ 69.54
5168-025-028	2550 E 25TH ST	786524	Vacant	24,716	100.00%	24,716.0	0.03683	\$ 910.29	\$ 910.30
5168-025-032	2570 E 25TH ST	2857239	Vacant	29,761	100.00%	29,761.0	0.03683	\$ 1,096.10	\$ 1,096.10
5168-025-033	2570 E 25TH ST	4835329	Industrial	51,831	100.00%	51,831.0	0.03683	\$ 1,908.94	\$ 1,908.94
5168-025-036	2550 E 25TH ST	5958286	Industrial	54,037	100.00%	54,037.0	0.03683	\$ 1,990.18	\$ 1,990.18
5168-026-017	2530 S SANTA FE AVE	465444	Industrial	6,121	100.00%	6,121.0	0.03683	\$ 225.44	\$ 225.44
5168-026-018	2445 E 26TH ST	2741806	Industrial	38,860	12.50%	4,857.5	0.03683	\$ 178.90	\$ 178.90
5169-021-006	3225 E WASHINGTON BLVD	1120892	Industrial	42,939	100.00%	42,939.0	0.03683	\$ 1,581.44	\$ 1,581.44
5169-021-007	3251 E WASHINGTON BLVD	344110	Industrial	10,718	100.00%	10,718.0	0.03683	\$ 394.74	\$ 394.74
5169-021-012	1669 S DOWNEY RD	232022	Vacant	8,193	100.00%	8,193.0	0.03683	\$ 301.75	\$ 301.74
5169-021-015	1645 S GRANDE VISTA AVE	336263	Industrial	12,262	100.00%	12,262.0	0.03683	\$ 451.61	\$ 451.60
5169-021-016	1665 S GRANDE VISTA AVE	208480	Commercial	6,814	100.00%	6,814.0	0.03683	\$ 250.96	\$ 250.96
5169-022-008		33769	Vacant	6,430	100.00%	6,430.0	0.03683	\$ 236.82	\$ 236.82
5169-022-009	3270 E WASHINGTON BLVD	1180301	Vacant	130,680	100.00%	130,680.0	0.03683	\$ 4,812.94	\$ 4,812.94
5169-022-270		126401	Vacant	34,168	100.00%	34,168.0	0.03683	\$ 1,258.41	\$ 1,258.40
5169-023-016	3136 E WASHINGTON BLVD	2236346	Vacant	47,506	100.00%	47,506.0	0.03683	\$ 1,749.65	\$ 1,749.64
5169-023-022		1145	Vacant	1,570	100.00%	1,570.0	0.03683	\$ 57.82	\$ 57.82
5169-023-031	3170 E WASHINGTON BLVD	29495382	Industrial	253,519	100.00%	253,519.0	0.03683	\$ 9,337.10	\$ 9,337.10
5169-029-013		5600	Vacant	40,738	100.00%	40,738.0	0.03683	\$ 1,500.38	\$ 1,500.38
5169-029-015	2707 E 26TH ST	1129432	Industrial	47,545	100.00%	47,545.0	0.03683	\$ 1,751.08	\$ 1,751.08
5169-029-020	2775 E 26TH ST	5202000	Industrial	40,419	100.00%	40,419.0	0.03683	\$ 1,488.63	\$ 1,488.64
5169-029-272		9029	Vacant	23,904	100.00%	23,904.0	0.03683	\$ 880.38	\$ 880.38
5169-032-008	3113 E 26TH ST	5332012	Industrial	174,676	40.00%	69,870.4	0.03683	\$ 2,573.33	\$ 2,573.33
5169-032-012	3107 E 26TH ST	612724	Industrial	42,689	40.00%	17,075.6	0.03683	\$ 628.89	\$ 628.89
5169-032-014		35717	Industrial	2,590	100.00%	2,590.0	0.03683	\$ 95.39	\$ 95.38
5169-032-015	3137 E 26TH ST	5647046	Industrial	92,232	100.00%	92,232.0	0.03683	\$ 3,396.90	\$ 3,396.90
5169-033-016	3251 E 26TH ST	8486502	Industrial	108,900	41.74%	45,454.9	0.03683	\$ 1,674.10	\$ 1,674.10
5169-033-017	3211 E 26TH ST	3021340	Industrial	154,783	100.00%	154,783.0	0.03683	\$ 5,700.66	\$ 5,700.66
5169-033-018	3285 E 26TH ST	4931431	Industrial	69,671	100.00%	69,671.0	0.03683	\$ 2,565.98	\$ 2,565.98
5169-034-003	3411 E 26TH ST	669046	Industrial	62,553	100.00%	62,553.0	0.03683	\$ 2,303.83	\$ 2,303.82
5169-034-007	3451 E 26TH ST	567302	Industrial	22,373	100.00%	22,373.0	0.03683	\$ 824.00	\$ 824.00
5169-034-008	3461 E 26TH ST	2868443	Industrial	38,202	100.00%	38,202.0	0.03683	\$ 1,406.98	\$ 1,406.98
5169-034-010	3365 E 26TH ST	3032072	Industrial	102,635	100.00%	102,635.0	0.03683	\$ 3,780.05	\$ 3,780.04
5169-034-017	3355 E 26TH ST	848981	Industrial	49,236	100.00%	49,236.0	0.03683	\$ 1,813.36	\$ 1,813.36
5169-034-018	3333 E 26TH ST	1900533	Industrial	69,185	100.00%	69,185.0	0.03683	\$ 2,548.08	\$ 2,548.08
5169-034-019	3305 E 26TH ST	14611396	Industrial	115,564	100.00%	115,564.0	0.03683	\$ 4,256.22	\$ 4,256.22
5169-034-020		112487	Vacant	12,270	100.00%	12,270.0	0.03683	\$ 451.90	\$ 451.90
5169-034-270		1258	Vacant	1,117	100.00%	1,117.0	0.03683	\$ 41.14	\$ 41.14
5192-025-013	2646 S DOWNEY RD	3601940	Industrial	42,427	100.00%	42,427.0	0.03683	\$ 1,562.59	\$ 1,562.58
5192-025-015	3626 E 26TH ST	1800332	Industrial	21,392	100.00%	21,392.0	0.03683	\$ 787.87	\$ 787.86
5192-029-014	3650 E 26TH ST	1564604	Industrial	106,109	100.00%	106,109.0	0.03683	\$ 3,907.99	\$ 3,908.00

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
5192-029-273		1096802	Vacant	247,354	100.00%	247,354.0	0.03683	\$ 9,110.05	\$ 9,110.04
5192-030-001	3800 E 26TH ST	6629721	Industrial	304,850	100.00%	304,850.0	0.03683	\$ 11,227.63	\$ 11,227.62
5192-030-004	3700 E 26TH ST	5610222	Industrial	158,558	57.89%	91,789.2	0.03683	\$ 3,380.60	\$ 3,380.60
5192-030-009	3841 BANDINI BLVD	2922894	Industrial	197,747	100.00%	197,747.0	0.03683	\$ 7,283.02	\$ 7,283.02
5243-018-010	4440 E 26TH ST	30775031	Industrial	316,440	34.13%	108,001.0	0.03683	\$ 3,977.68	\$ 3,977.68
5243-018-011	4489 BANDINI BLVD	3941694	Industrial	123,275	40.00%	49,310.0	0.03683	\$ 1,816.09	\$ 1,816.08
5243-018-015	4442 E 26TH ST	5271285	Industrial	63,136	94.11%	59,417.3	0.03683	\$ 2,188.34	\$ 2,188.34
5243-019-017	4300 E 26TH ST	4451594	Industrial	76,666	24.03%	18,422.8	0.03683	\$ 678.51	\$ 678.52
5243-019-018	4306 E 26TH ST	3748478	Industrial	71,430	12.00%	8,571.6	0.03683	\$ 315.69	\$ 315.70
5243-019-021	4415 BANDINI BLVD	21361874	Industrial	432,115	100.00%	432,115.0	0.03683	\$ 15,914.80	\$ 15,914.80
5243-020-023	4133 BANDINI BLVD	5488779	Industrial	91,689	100.00%	91,689.0	0.03683	\$ 3,376.91	\$ 3,376.90
5243-020-024	4221 BANDINI BLVD	2897714	Industrial	163,868	70.00%	114,707.6	0.03683	\$ 4,224.68	\$ 4,224.68
5243-021-012	4060 E 26TH ST	3940052	Vacant	103,608	100.00%	103,608.0	0.03683	\$ 3,815.88	\$ 3,815.88
5243-021-016	4037 BANDINI BLVD	1693232	Industrial	66,996	100.00%	66,996.0	0.03683	\$ 2,467.46	\$ 2,467.46
5243-021-017	4041 BANDINI BLVD	1132741	Industrial	41,292	100.00%	41,292.0	0.03683	\$ 1,520.78	\$ 1,520.78
5243-021-021	4010 E 26TH ST	14716168	Industrial	295,375	100.00%	295,375.0	0.03683	\$ 10,878.66	\$ 10,878.66
5243-021-022	4065 BANDINI BLVD	671765	Vacant	50,131	100.00%	50,131.0	0.03683	\$ 1,846.32	\$ 1,846.32
5243-021-023	4105 BANDINI BLVD	839089	Industrial	53,041	100.00%	53,041.0	0.03683	\$ 1,953.50	\$ 1,953.50
5243-021-024	2700 S INDIANA ST	1536619	Commercial	65,768	100.00%	65,768.0	0.03683	\$ 2,422.24	\$ 2,422.24
5243-022-007	3901 BANDINI BLVD	244637	Industrial	16,701	100.00%	16,701.0	0.03683	\$ 615.10	\$ 615.10
5243-022-009	2717 S INDIANA ST	2739499	Industrial	155,251	100.00%	155,251.0	0.03683	\$ 5,717.89	\$ 5,717.90
5243-022-010	3900 E 26TH ST	15506220	Industrial	239,863	100.00%	239,863.0	0.03683	\$ 8,834.15	\$ 8,834.16
6302-001-002	2613 S SOTO ST	602985	Commercial	37,515	100.00%	37,515.0	0.03683	\$ 1,381.68	\$ 1,381.68
6302-001-016	2639 S SOTO ST	1435466	Industrial	70,029	100.00%	70,029.0	0.03683	\$ 2,579.17	\$ 2,579.16
6302-001-029	2634 E 26TH ST	2982099	Industrial	70,870	100.00%	70,870.0	0.03683	\$ 2,610.14	\$ 2,610.14
6302-001-034		411	Vacant	75,834	100.00%	75,834.0	0.03683	\$ 2,792.97	\$ 2,792.96
6302-001-036	2800 JEWEL AVE	1039962	Industrial	52,590	100.00%	52,590.0	0.03683	\$ 1,936.89	\$ 1,936.88
6302-001-037		1393	Vacant	4,362	100.00%	4,362.0	0.03683	\$ 160.65	\$ 160.66
6302-001-038	2750 JEWEL AVE	2344558	Industrial	65,542	100.00%	65,542.0	0.03683	\$ 2,413.91	\$ 2,413.92
6302-001-039		5608	Vacant	5,081	100.00%	5,081.0	0.03683	\$ 187.13	\$ 187.14
6302-001-043		1175	Vacant	12,073	100.00%	12,073.0	0.03683	\$ 444.65	\$ 444.64
6302-001-044	2731 S SOTO ST	2787413	Industrial	71,976	100.00%	71,976.0	0.03683	\$ 2,650.88	\$ 2,650.88
6302-001-045		486079	Vacant	24,244	100.00%	24,244.0	0.03683	\$ 892.91	\$ 892.90
6302-001-046	2678 E 26TH ST	957080	Industrial	137,590	100.00%	137,590.0	0.03683	\$ 5,067.44	\$ 5,067.44
6302-001-047	2626 E 26TH ST	4599217	Industrial	189,486	100.00%	189,486.0	0.03683	\$ 6,978.77	\$ 6,978.76
6302-001-273		83420	Commercial	141,433	100.00%	141,433.0	0.03683	\$ 5,208.98	\$ 5,208.98
6302-001-274		4849	Vacant	4,419	100.00%	4,419.0	0.03683	\$ 162.75	\$ 162.76
6302-002-019	2647 E 37TH ST	2067232	Industrial	87,120	15.00%	13,068.0	0.03683	\$ 481.29	\$ 481.30
6302-002-020	2525 E 37TH ST	18922398	Industrial	669,517	45.00%	301,282.7	0.03683	\$ 11,096.24	\$ 11,096.24
6302-002-024		442522	Vacant	19,454	100.00%	19,454.0	0.03683	\$ 716.49	\$ 716.50
6302-002-026		1398671	Vacant	58,895	100.00%	58,895.0	0.03683	\$ 2,169.10	\$ 2,169.10
6302-002-027	2454 E 27TH ST	56815	Vacant	7,120	100.00%	7,120.0	0.03683	\$ 262.23	\$ 262.22
6302-002-028		638846	Vacant	29,014	100.00%	29,014.0	0.03683	\$ 1,068.59	\$ 1,068.58
6302-002-031	2709 E 37TH ST	25572424	Industrial	729,973	100.00%	729,973.0	0.03683	\$ 26,884.91	\$ 26,884.90
6302-003-019	2537 E 27TH ST	16041977	Industrial	384,130	72.10%	276,957.7	0.03683	\$ 10,200.35	\$ 10,200.36
6302-003-020	2531 E 27TH ST	1131904	Industrial	17,719	100.00%	17,719.0	0.03683	\$ 652.59	\$ 652.60

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6302-003-021	2501 E 27TH ST	3291318	Industrial	51,598	100.00%	51,598.0	0.03683	\$ 1,900.35	\$ 1,900.36
6302-003-022		274732	Vacant	2,484	100.00%	2,484.0	0.03683	\$ 91.49	\$ 91.48
6302-003-023	2501 E 28TH ST	2903459	Industrial	85,149	100.00%	85,149.0	0.03683	\$ 3,136.04	\$ 3,136.04
6302-003-025	2535 E 28TH ST	2518662	Industrial	38,617	100.00%	38,617.0	0.03683	\$ 1,422.26	\$ 1,422.26
6302-004-012	2468 E 26TH ST	2879268	Industrial	40,025	100.00%	40,025.0	0.03683	\$ 1,474.12	\$ 1,474.12
6302-004-016	2443 E 27TH ST	2479259	Industrial	44,510	100.00%	44,510.0	0.03683	\$ 1,639.30	\$ 1,639.30
6302-004-019	2700 S SANTA FE AVE	689720	Industrial	6,431	100.00%	6,431.0	0.03683	\$ 236.85	\$ 236.86
6302-004-020	2704 S SANTA FE AVE	184352	Vacant	5,798	100.00%	5,798.0	0.03683	\$ 213.54	\$ 213.54
6302-005-003	2900 S SANTA FE AVE	1333838	Industrial	27,896	25.83%	7,205.5	0.03683	\$ 265.38	\$ 265.38
6302-005-004	2800 S SANTA FE AVE	1540831	Commercial	6,447	52.65%	3,394.3	0.03683	\$ 125.01	\$ 125.02
6302-005-011	2449 E 30TH ST	631072	Industrial	49,655	100.00%	49,655.0	0.03683	\$ 1,828.79	\$ 1,828.80
6302-005-012	2425 E 30TH ST	10373400	Industrial	101,742	87.08%	88,596.9	0.03683	\$ 3,263.03	\$ 3,263.02
6302-005-013	3000 S SANTA FE AVE	1405214	Industrial	18,729	52.87%	9,902.0	0.03683	\$ 364.69	\$ 364.70
6302-005-014	3620 S SANTA FE AVE	282934	Industrial	9,375	100.00%	9,375.0	0.03683	\$ 345.28	\$ 345.28
6302-005-017	2425 E 37TH ST	317080	Industrial	13,204	100.00%	13,204.0	0.03683	\$ 486.30	\$ 486.30
6302-005-019	2415 E 37TH ST	768658	Industrial	9,685	100.00%	9,685.0	0.03683	\$ 356.70	\$ 356.70
6302-005-021	2435 E 37TH ST	6418820	Industrial	132,476	100.00%	132,476.0	0.03683	\$ 4,879.09	\$ 4,879.10
6302-006-012	2989 S SANTA FE AVE	832185	Industrial	91,464	100.00%	91,464.0	0.03683	\$ 3,368.62	\$ 3,368.62
6302-006-021	2275 E 37TH ST	9842022	Industrial	140,908	100.00%	140,908.0	0.03683	\$ 5,189.64	\$ 5,189.64
6302-006-022		23763	Vacant	9,172	100.00%	9,172.0	0.03683	\$ 337.80	\$ 337.80
6302-007-023	2801 S SANTA FE AVE	8076482	Industrial	167,270	45.81%	76,626.4	0.03683	\$ 2,822.15	\$ 2,822.14
6302-007-026	2200 E 27TH ST	3834698	Industrial	63,145	100.00%	63,145.0	0.03683	\$ 2,325.63	\$ 2,325.64
6302-007-031	2288 E 27TH ST	2828741	Industrial	42,590	39.82%	16,959.3	0.03683	\$ 624.61	\$ 624.62
6302-007-032		86793	Vacant	10,419	100.00%	10,419.0	0.03683	\$ 383.73	\$ 383.74
6302-007-033	2701 S SANTA FE AVE	15606000	Industrial	123,275	80.00%	98,620.0	0.03683	\$ 3,632.17	\$ 3,632.18
6302-008-006	2120 E 25TH ST	1837598	Industrial	36,590	100.00%	36,590.0	0.03683	\$ 1,347.61	\$ 1,347.60
6302-008-007	2140 E 25TH ST	3445508	Industrial	43,560	5.56%	2,421.9	0.03683	\$ 89.20	\$ 89.20
6302-008-010	2529 S SANTA FE AVE	6850000	Commercial	51,465	100.00%	51,465.0	0.03683	\$ 1,895.46	\$ 1,895.46
6302-008-014	2619 S SANTA FE AVE	787577	Industrial	7,000	33.33%	2,333.1	0.03683	\$ 85.93	\$ 85.92
6302-008-016	2641 S SANTA FE AVE	786632	Industrial	5,597	66.67%	3,731.5	0.03683	\$ 137.43	\$ 137.44
6302-008-017	2675 S SANTA FE AVE	291333	Industrial	3,925	31.25%	1,226.6	0.03683	\$ 45.17	\$ 45.18
6302-008-019	2375 E 27TH ST	132423	Vacant	4,944	100.00%	4,944.0	0.03683	\$ 182.09	\$ 182.08
6302-008-021	2331 E 27TH ST	296183	Industrial	19,802	100.00%	19,802.0	0.03683	\$ 729.31	\$ 729.30
6302-009-016	1900 E 25TH ST	1589451	Industrial	67,518	2.78%	1,877.0	0.03683	\$ 69.13	\$ 69.12
6302-009-017	1980 E 25TH ST	1519289	Industrial	54,450	47.24%	25,722.2	0.03683	\$ 947.35	\$ 947.34
6302-009-018	2020 E 25TH ST	1321776	Industrial	55,757	50.21%	27,995.6	0.03683	\$ 1,031.08	\$ 1,031.08
6302-009-019	2080 E 25TH ST	1092308	Industrial	41,598	77.36%	32,180.2	0.03683	\$ 1,185.20	\$ 1,185.20
6302-009-021		7705	Vacant	820	100.00%	820.0	0.03683	\$ 30.20	\$ 30.20
6302-009-028	1820 E 27TH ST	12183331	Industrial	532,739	67.30%	358,533.3	0.03683	\$ 13,204.78	\$ 13,204.78
6302-009-030	2800 S ALAMEDA ST	3413848	Industrial	234,353	63.75%	149,400.0	0.03683	\$ 5,502.40	\$ 5,502.40
6302-009-031	2011 E 27TH ST	3453906	Vacant	108,961	66.14%	72,066.8	0.03683	\$ 2,654.22	\$ 2,654.22
6302-009-034	2099 E 27TH ST	862511	Industrial	45,086	90.00%	40,577.4	0.03683	\$ 1,494.47	\$ 1,494.46
6302-009-037	2219 E 37TH ST	1722061	Industrial	51,313	30.00%	15,393.9	0.03683	\$ 566.96	\$ 566.96
6302-009-038	1823 E 27TH ST	1797458	Industrial	145,722	21.01%	30,616.2	0.03683	\$ 1,127.59	\$ 1,127.60
6302-009-039	1890 E 25TH ST	4284829	Industrial	70,082	100.00%	70,082.0	0.03683	\$ 2,581.12	\$ 2,581.12
6302-009-040		610194	Miscellaneous	17,324	100.00%	17,324.0	0.03683	\$ 638.04	\$ 638.04

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6302-009-041		226027	Vacant	9,880	100.00%	9,880.0	0.03683	\$ 363.88	\$ 363.88
6302-009-042		419792	Industrial	27,396	100.00%	27,396.0	0.03683	\$ 1,008.99	\$ 1,009.00
6302-009-045	2500 S ALAMEDA ST	3158421	Commercial	54,886	100.00%	54,886.0	0.03683	\$ 2,021.45	\$ 2,021.46
6302-010-002	2227 E 37TH ST	4368305	Industrial	171,190	100.00%	171,190.0	0.03683	\$ 6,304.93	\$ 6,304.92
6302-010-004	2221 E 37TH ST	1338493	Industrial	29,272	100.00%	29,272.0	0.03683	\$ 1,078.09	\$ 1,078.08
6302-010-006	2920 ROSS ST	364189	Commercial	64,904	25.20%	16,355.8	0.03683	\$ 602.38	\$ 602.38
6302-010-007	3604 ROSS ST	106085	Industrial	7,427	100.00%	7,427.0	0.03683	\$ 273.54	\$ 273.54
6302-010-009	2105 E 37TH ST	606519	Industrial	5,282	100.00%	5,282.0	0.03683	\$ 194.54	\$ 194.54
6302-010-010	2113 E 37TH ST	820025	Industrial	10,560	100.00%	10,560.0	0.03683	\$ 388.92	\$ 388.92
6302-010-011	2211 E 37TH ST	2978589	Industrial	30,307	100.00%	30,307.0	0.03683	\$ 1,116.21	\$ 1,116.20
6302-010-013	2910 ROSS ST	16828007	Industrial	191,228	59.00%	112,824.5	0.03683	\$ 4,155.33	\$ 4,155.32
6302-010-014	2121 E 37TH ST	3860737	Industrial	90,249	100.00%	90,249.0	0.03683	\$ 3,323.87	\$ 3,323.88
6302-010-015	2137 E 37TH ST	2372579	Industrial	52,533	100.00%	52,533.0	0.03683	\$ 1,934.79	\$ 1,934.80
6302-011-009	2061 E 37TH ST	76606	Industrial	5,933	100.00%	5,933.0	0.03683	\$ 218.51	\$ 218.52
6302-011-010	2067 E 37TH ST	114094	Industrial	6,589	100.00%	6,589.0	0.03683	\$ 242.67	\$ 242.68
6302-011-017	2910 S ALAMEDA ST	1567764	Industrial	155,444	100.00%	155,444.0	0.03683	\$ 5,725.00	\$ 5,725.00
6302-011-019	2035 E 37TH ST	4382962	Industrial	64,833	100.00%	64,833.0	0.03683	\$ 2,387.80	\$ 2,387.80
6302-012-005	2068 E 37TH ST	2623875	Industrial	67,082	100.00%	67,082.0	0.03683	\$ 2,470.63	\$ 2,470.64
6302-012-006	3700 S ALAMEDA ST	562864	Industrial	8,511	100.00%	8,511.0	0.03683	\$ 313.46	\$ 313.46
6302-012-010	2021 E 38TH ST	412098	Industrial	5,162	100.00%	5,162.0	0.03683	\$ 190.12	\$ 190.12
6302-012-011	2027 E 38TH ST	27962	Industrial	5,162	100.00%	5,162.0	0.03683	\$ 190.12	\$ 190.12
6302-012-018	2035 E 38TH ST	85274	Industrial	10,324	100.00%	10,324.0	0.03683	\$ 380.23	\$ 380.24
6302-012-019	2039 E 38TH ST	137961	Industrial	10,323	100.00%	10,323.0	0.03683	\$ 380.20	\$ 380.20
6302-012-022		1905	Vacant	1,894	100.00%	1,894.0	0.03683	\$ 69.76	\$ 69.76
6302-012-025	2022 E 38TH ST	1050496	Industrial	74,053	100.00%	74,053.0	0.03683	\$ 2,727.37	\$ 2,727.38
6302-012-027	3710 S ALAMEDA ST	126467	Commercial	5,522	100.00%	5,522.0	0.03683	\$ 203.38	\$ 203.38
6302-013-010	2262 E 37TH ST	936806	Industrial	6,526	100.00%	6,526.0	0.03683	\$ 240.35	\$ 240.36
6302-013-011	2252 E 37TH ST	477409	Industrial	5,895	100.00%	5,895.0	0.03683	\$ 217.11	\$ 217.12
6302-013-025		46342	Vacant	5,127	100.00%	5,127.0	0.03683	\$ 188.83	\$ 188.82
6302-013-026	2213 E 38TH ST	145656	Commercial	5,066	100.00%	5,066.0	0.03683	\$ 186.58	\$ 186.58
6302-013-029	2101 E 38TH ST	3719297	Industrial	41,974	100.00%	41,974.0	0.03683	\$ 1,545.90	\$ 1,545.90
6302-013-038	2150 E 37TH ST	3767986	Industrial	50,969	100.00%	50,969.0	0.03683	\$ 1,877.19	\$ 1,877.18
6302-013-040	2208 E 37TH ST	2708236	Industrial	26,874	100.00%	26,874.0	0.03683	\$ 989.77	\$ 989.76
6302-013-041	2263 E 38TH ST	2651956	Industrial	20,622	100.00%	20,622.0	0.03683	\$ 759.51	\$ 759.50
6302-013-043	2227 E 38TH ST	2599959	Industrial	27,366	100.00%	27,366.0	0.03683	\$ 1,007.89	\$ 1,007.88
6302-013-045	2244 E 37TH ST	1330561	Vacant	33,317	100.00%	33,317.0	0.03683	\$ 1,227.07	\$ 1,227.06
6302-014-005	2354 E 37TH ST	259726	Industrial	5,060	100.00%	5,060.0	0.03683	\$ 186.36	\$ 186.36
6302-014-011	2345 E 38TH ST	409844	Industrial	4,937	100.00%	4,937.0	0.03683	\$ 181.83	\$ 181.82
6302-014-012	2335 E 38TH ST	72379	Commercial	9,753	100.00%	9,753.0	0.03683	\$ 359.20	\$ 359.20
6302-014-013	2325 E 38TH ST	1981718	Industrial	25,112	100.00%	25,112.0	0.03683	\$ 924.87	\$ 924.88
6302-014-014	2307 E 38TH ST	419718	Industrial	10,448	100.00%	10,448.0	0.03683	\$ 384.80	\$ 384.80
6302-014-015	2305 E 38TH ST	198461	Industrial	5,152	100.00%	5,152.0	0.03683	\$ 189.75	\$ 189.74
6302-014-016	2301 E 38TH ST	1020000	Industrial	6,455	100.00%	6,455.0	0.03683	\$ 237.74	\$ 237.74
6302-014-017	2300 E 37TH ST	928223	Industrial	17,072	100.00%	17,072.0	0.03683	\$ 628.76	\$ 628.76
6302-014-018	2312 E 37TH ST	98125	Industrial	5,251	100.00%	5,251.0	0.03683	\$ 193.39	\$ 193.40
6302-014-019	2316 E 37TH ST	159303	Industrial	5,152	100.00%	5,152.0	0.03683	\$ 189.75	\$ 189.74

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6302-014-020	2322 E 37TH ST	118981	Industrial	5,515	100.00%	5,515.0	0.03683	\$ 203.12	\$ 203.12
6302-014-021	2328 E 37TH ST	138835	Industrial	15,725	100.00%	15,725.0	0.03683	\$ 579.15	\$ 579.16
6302-014-022	2352 E 37TH ST	1259260	Industrial	26,323	100.00%	26,323.0	0.03683	\$ 969.48	\$ 969.48
6302-015-007	3801 S SANTA FE AVE	1508580	Commercial	17,169	100.00%	17,169.0	0.03683	\$ 632.33	\$ 632.34
6302-015-008	2350 E 38TH ST	216854	Industrial	11,189	100.00%	11,189.0	0.03683	\$ 412.09	\$ 412.10
6302-015-009	2344 E 38TH ST	834701	Industrial	10,718	100.00%	10,718.0	0.03683	\$ 394.74	\$ 394.74
6302-015-010	2336 E 38TH ST	409847	Industrial	5,380	100.00%	5,380.0	0.03683	\$ 198.15	\$ 198.14
6302-015-011	2334 E 38TH ST	88708	Industrial	2,743	100.00%	2,743.0	0.03683	\$ 101.02	\$ 101.02
6302-015-014	2306 E 38TH ST	100	Industrial	7,837	100.00%	7,837.0	0.03683	\$ 288.64	\$ 288.64
6302-015-016	3817 S SANTA FE AVE	1378200	Industrial	22,873	60.00%	13,723.8	0.03683	\$ 505.45	\$ 505.44
6302-015-017	3821 S SANTA FE AVE	3672000	Industrial	23,087	100.00%	23,087.0	0.03683	\$ 850.29	\$ 850.30
6302-015-018	3825 S SANTA FE AVE	1356406	Industrial	33,977	16.67%	5,664.0	0.03683	\$ 208.60	\$ 208.60
6302-015-019	3825 S SANTA FE AVE	35774	Industrial	3,038	100.00%	3,038.0	0.03683	\$ 111.89	\$ 111.88
6302-015-020	2332 E 38TH ST	3082715	Industrial	57,850	100.00%	57,850.0	0.03683	\$ 2,130.62	\$ 2,130.62
6302-015-023	3855 S SANTA FE AVE	2730056	Industrial	54,903	100.00%	54,903.0	0.03683	\$ 2,022.08	\$ 2,022.08
6302-015-026	2300 E 38TH ST	1807873	Industrial	44,480	100.00%	44,480.0	0.03683	\$ 1,638.20	\$ 1,638.20
6302-015-027	2300 E 38TH ST	1650800	Industrial	61,247	100.00%	61,247.0	0.03683	\$ 2,255.73	\$ 2,255.72
6302-015-029	3851 S SANTA FE AVE	3846284	Industrial	58,806	100.00%	58,806.0	0.03683	\$ 2,165.82	\$ 2,165.82
6302-015-030	3851 S SANTA FE AVE	9815654	Industrial	208,596	100.00%	208,596.0	0.03683	\$ 7,682.59	\$ 7,682.60
6302-016-024	2266 E 38TH ST	129123	Industrial	6,117	24.32%	1,487.7	0.03683	\$ 54.79	\$ 54.80
6302-016-026	2100 E 38TH ST	47524860	Industrial	360,448	100.00%	360,448.0	0.03683	\$ 13,275.30	\$ 13,275.30
6302-016-028	2230 E 38TH ST	17709935	Industrial	410,054	100.00%	410,054.0	0.03683	\$ 15,102.29	\$ 15,102.28
6302-016-031		2193974	Industrial	79,821	100.00%	79,821.0	0.03683	\$ 2,939.81	\$ 2,939.80
6302-017-024	2045 E VERNON AVE	36434808	Industrial	264,409	100.00%	264,409.0	0.03683	\$ 9,738.18	\$ 9,738.18
6302-017-026	2263 E VERNON AVE	6065620	Industrial	194,757	100.00%	194,757.0	0.03683	\$ 7,172.90	\$ 7,172.90
6302-017-040		226996	Vacant	8,261	100.00%	8,261.0	0.03683	\$ 304.25	\$ 304.26
6302-017-043	1931 E VERNON AVE	10612079	Industrial	159,865	44.33%	70,868.2	0.03683	\$ 2,610.07	\$ 2,610.08
6302-017-045	4200 S ALAMEDA ST	4252572	Industrial	125,656	100.00%	125,656.0	0.03683	\$ 4,627.91	\$ 4,627.92
6302-017-046	4181 ROSS ST	2308616	Industrial	113,788	100.00%	113,788.0	0.03683	\$ 4,190.81	\$ 4,190.82
6302-017-048	4201 ROSS ST	7730580	Industrial	79,513	100.00%	79,513.0	0.03683	\$ 2,928.46	\$ 2,928.46
6302-017-049	4201 ROSS ST	1020	Vacant	358	100.00%	358.0	0.03683	\$ 13.19	\$ 13.18
6302-017-050	2050 E 38TH ST	15863788	Industrial	176,960	100.00%	176,960.0	0.03683	\$ 6,517.44	\$ 6,517.44
6302-017-051	4300 S ALAMEDA ST	2877336	Industrial	35,837	100.00%	35,837.0	0.03683	\$ 1,319.88	\$ 1,319.88
6302-017-053	2301 E VERNON AVE	10229318	Industrial	262,177	100.00%	262,177.0	0.03683	\$ 9,655.98	\$ 9,655.98
6302-018-003	3864 S SANTA FE AVE	770467	Industrial	25,005	100.00%	25,005.0	0.03683	\$ 920.93	\$ 920.94
6302-018-007	3846 S SANTA FE AVE	1249168	Industrial	38,807	100.00%	38,807.0	0.03683	\$ 1,429.26	\$ 1,429.26
6302-018-009		143873	Vacant	16,709	100.00%	16,709.0	0.03683	\$ 615.39	\$ 615.40
6302-018-010	3844 S SANTA FE AVE	1875973	Industrial	43,945	100.00%	43,945.0	0.03683	\$ 1,618.49	\$ 1,618.50
6302-018-014	3824 S SANTA FE AVE	2273573	Industrial	30,927	27.37%	8,464.7	0.03683	\$ 311.76	\$ 311.76
6302-018-015	3828 S SANTA FE AVE	2499131	Industrial	21,000	47.46%	9,966.6	0.03683	\$ 367.07	\$ 367.06
6302-018-016	3850 S SANTA FE AVE	2482227	Industrial	63,256	100.00%	63,256.0	0.03683	\$ 2,329.72	\$ 2,329.72
6302-018-017	3876 S SANTA FE AVE	3091824	Industrial	127,631	82.00%	104,657.4	0.03683	\$ 3,854.53	\$ 3,854.54
6302-019-019	3810 S SANTA FE AVE	2339962	Commercial	42,425	100.00%	42,425.0	0.03683	\$ 1,562.51	\$ 1,562.52
6302-019-023	2407 E 38TH ST	2250000	Industrial	21,119	100.00%	21,119.0	0.03683	\$ 777.81	\$ 777.82
6302-019-025	3720 S SANTA FE AVE	2106300	Industrial	15,567	100.00%	15,567.0	0.03683	\$ 573.33	\$ 573.34
6302-020-032	2500 E 37TH ST	1660789	Industrial	40,136	100.00%	40,136.0	0.03683	\$ 1,478.21	\$ 1,478.20

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6302-020-038	2522 E 37TH ST	8966602	Industrial	482,209	44.10%	212,654.2	0.03683	\$ 7,832.05	\$ 7,832.06
6302-020-041	2727 E VERNON AVE	6809550	Industrial	301,440	100.00%	301,440.0	0.03683	\$ 11,102.04	\$ 11,102.04
6302-020-044	3737 S SOTO ST	3442473	Commercial	62,957	100.00%	62,957.0	0.03683	\$ 2,318.71	\$ 2,318.70
6302-020-046	2610 E 37TH ST	8845	Industrial	14,440	100.00%	14,440.0	0.03683	\$ 531.83	\$ 531.82
6302-020-049		281269	Commercial	16,488	100.00%	16,488.0	0.03683	\$ 607.25	\$ 607.26
6302-020-051	2955 E VERNON AVE	4378560	Industrial	63,117	100.00%	63,117.0	0.03683	\$ 2,324.60	\$ 2,324.60
6302-020-053	3031 E VERNON AVE	1134191	Commercial	37,108	100.00%	37,108.0	0.03683	\$ 1,366.69	\$ 1,366.68
6302-020-054		1554669	Vacant	70,869	100.00%	70,869.0	0.03683	\$ 2,610.11	\$ 2,610.10
6302-020-057	2730 E 37TH ST	5967806	Industrial	161,073	100.00%	161,073.0	0.03683	\$ 5,932.32	\$ 5,932.32
6302-020-058		1551416	Commercial	72,799	100.00%	72,799.0	0.03683	\$ 2,681.19	\$ 2,681.18
6302-020-059	3851 S SOTO ST	8307617	Industrial	255,935	100.00%	255,935.0	0.03683	\$ 9,426.09	\$ 9,426.08
6302-020-061	2677 E VERNON AVE	54978000	Industrial	471,704	100.00%	471,704.0	0.03683	\$ 17,372.86	\$ 17,372.86
6303-001-010		132423	Vacant	13,225	100.00%	13,225.0	0.03683	\$ 487.08	\$ 487.08
6303-001-011	3540 E 26TH ST	1838771	Industrial	118,253	100.00%	118,253.0	0.03683	\$ 4,355.26	\$ 4,355.26
6303-001-012	3430 E 26TH ST	6943418	Industrial	256,133	18.00%	46,103.9	0.03683	\$ 1,698.01	\$ 1,698.00
6303-001-015	3305 BANDINI BLVD	23251685	Industrial	253,955	100.00%	253,955.0	0.03683	\$ 9,353.16	\$ 9,353.16
6303-001-272		512347	Vacant	116,537	100.00%	116,537.0	0.03683	\$ 4,292.06	\$ 4,292.06
6303-002-009	3350 E 26TH ST	5401455	Industrial	121,807	100.00%	121,807.0	0.03683	\$ 4,486.15	\$ 4,486.16
6303-002-012	3651 SIERRA PINE AVE	6000864	Industrial	33,376	100.00%	33,376.0	0.03683	\$ 1,229.24	\$ 1,229.24
6303-002-014	3011 BANDINI BLVD	7672402	Industrial	375,923	33.80%	127,062.0	0.03683	\$ 4,679.69	\$ 4,679.70
6303-002-020	2939 BANDINI BLVD	10770198	Industrial	159,865	100.00%	159,865.0	0.03683	\$ 5,887.83	\$ 5,887.82
6303-002-021	3260 E 26TH ST	6607814	Industrial	464,350	49.58%	230,224.7	0.03683	\$ 8,479.18	\$ 8,479.18
6303-002-024	3240 E 26TH ST	1915268	Industrial	48,079	80.00%	38,463.2	0.03683	\$ 1,416.60	\$ 1,416.60
6303-002-025	3220 E 26TH ST	45591000	Industrial	627,551	100.00%	627,551.0	0.03683	\$ 23,112.70	\$ 23,112.70
6303-002-026	3240 E 26TH ST	3539416	Industrial	240,317	100.00%	240,317.0	0.03683	\$ 8,850.88	\$ 8,850.88
6303-002-028	3001 SIERRA PINE AVE	36180037	Industrial	274,348	100.00%	274,348.0	0.03683	\$ 10,104.24	\$ 10,104.24
6303-002-272		63170	Vacant	18,849	100.00%	18,849.0	0.03683	\$ 694.21	\$ 694.20
6303-003-010	2858 E 26TH ST	7351898	Industrial	109,771	100.00%	109,771.0	0.03683	\$ 4,042.87	\$ 4,042.86
6303-003-017		614302	Industrial	17,705	100.00%	17,705.0	0.03683	\$ 652.08	\$ 652.08
6303-004-025	2822 S SOTO ST	424483	Industrial	13,666	100.00%	13,666.0	0.03683	\$ 503.32	\$ 503.32
6303-004-028		5009000	Industrial	81,693	100.00%	81,693.0	0.03683	\$ 3,008.75	\$ 3,008.76
6303-004-029		193	Vacant	13,889	100.00%	13,889.0	0.03683	\$ 511.53	\$ 511.54
6303-004-032		137773	Vacant	144,297	100.00%	144,297.0	0.03683	\$ 5,314.46	\$ 5,314.46
6303-004-033		17903	Vacant	2,482	100.00%	2,482.0	0.03683	\$ 91.41	\$ 91.42
6303-004-034	3156 E 26TH ST	1517527	Industrial	48,400	100.00%	48,400.0	0.03683	\$ 1,782.57	\$ 1,782.58
6303-004-035	2822 S SOTO ST	1506915	Industrial	49,222	100.00%	49,222.0	0.03683	\$ 1,812.85	\$ 1,812.84
6303-004-036		193	Vacant	52,081	100.00%	52,081.0	0.03683	\$ 1,918.14	\$ 1,918.14
6303-004-037	2820 S SOTO ST	5762162	Industrial	92,656	100.00%	92,656.0	0.03683	\$ 3,412.52	\$ 3,412.52
6303-004-038		191	Vacant	26,269	100.00%	26,269.0	0.03683	\$ 967.49	\$ 967.48
6303-004-039	3600 S SOTO ST	2844744	Commercial	75,035	100.00%	75,035.0	0.03683	\$ 2,763.54	\$ 2,763.54
6303-004-272		613	Vacant	36,364	100.00%	36,364.0	0.03683	\$ 1,339.29	\$ 1,339.28
6303-004-273		897	Vacant	54,534	100.00%	54,534.0	0.03683	\$ 2,008.49	\$ 2,008.48
6303-005-012		691	Vacant	78,925	100.00%	78,925.0	0.03683	\$ 2,906.81	\$ 2,906.80
6303-005-014		193	Vacant	23,189	100.00%	23,189.0	0.03683	\$ 854.05	\$ 854.06
6303-005-023	3275 E VERNON AVE	8726360	Industrial	83,353	100.00%	83,353.0	0.03683	\$ 3,069.89	\$ 3,069.90
6303-005-028	3275 E VERNON AVE	104224	Industrial	23,814	100.00%	23,814.0	0.03683	\$ 877.07	\$ 877.06

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6303-005-029	3275 E VERNON AVE	169914	Industrial	18,257	100.00%	18,257.0	0.03683	\$ 672.41	\$ 672.40
6303-005-034	3049 E VERNON AVE	152624535	Industrial	490,211	100.00%	490,211.0	0.03683	\$ 18,054.47	\$ 18,054.48
6303-005-035	3095 E VERNON AVE	21330280	Industrial	324,466	100.00%	324,466.0	0.03683	\$ 11,950.08	\$ 11,950.08
6303-005-036	3163 E VERNON AVE	28546494	Industrial	206,328	100.00%	206,328.0	0.03683	\$ 7,599.06	\$ 7,599.06
6303-006-033	3032 BANDINI BLVD	1426145	Commercial	37,194	100.00%	37,194.0	0.03683	\$ 1,369.86	\$ 1,369.86
6303-006-035		31866	Vacant	487	100.00%	487.0	0.03683	\$ 17.94	\$ 17.94
6303-006-042	3056 BANDINI BLVD	1251469	Industrial	40,198	100.00%	40,198.0	0.03683	\$ 1,480.49	\$ 1,480.50
6303-006-044		24494	Vacant	83,097	100.00%	83,097.0	0.03683	\$ 3,060.46	\$ 3,060.46
6303-006-047	3425 E VERNON AVE	6346023	Industrial	45,411	100.00%	45,411.0	0.03683	\$ 1,672.49	\$ 1,672.48
6303-006-048		408565	Vacant	9,199	100.00%	9,199.0	0.03683	\$ 338.80	\$ 338.80
6303-006-049		417	Vacant	72,215	100.00%	72,215.0	0.03683	\$ 2,659.68	\$ 2,659.68
6303-006-050		322788	Vacant	57,144	100.00%	57,144.0	0.03683	\$ 2,104.61	\$ 2,104.62
6303-006-062		554429	Vacant	98,787	100.00%	98,787.0	0.03683	\$ 3,638.33	\$ 3,638.32
6303-006-063		1616264	Industrial	109,158	100.00%	109,158.0	0.03683	\$ 4,020.29	\$ 4,020.28
6303-006-064	3285 E VERNON AVE	5308541	Industrial	63,266	100.00%	63,266.0	0.03683	\$ 2,330.09	\$ 2,330.08
6303-006-067		718490	Industrial	33,575	100.00%	33,575.0	0.03683	\$ 1,236.57	\$ 1,236.56
6303-006-068		349873	Industrial	17,632	100.00%	17,632.0	0.03683	\$ 649.39	\$ 649.38
6303-006-069	3301 E VERNON AVE	6420074	Industrial	49,144	100.00%	49,144.0	0.03683	\$ 1,809.97	\$ 1,809.98
6303-006-070	3303 E VERNON AVE	3420601	Industrial	42,049	100.00%	42,049.0	0.03683	\$ 1,548.66	\$ 1,548.66
6303-006-071		1074623	Vacant	42,442	100.00%	42,442.0	0.03683	\$ 1,563.14	\$ 1,563.14
6303-006-274		871	Vacant	104,669	100.00%	104,669.0	0.03683	\$ 3,854.96	\$ 3,854.96
6303-007-021	3152 BANDINI BLVD	238891	Commercial	30,458	100.00%	30,458.0	0.03683	\$ 1,121.77	\$ 1,121.76
6303-007-022	3156 BANDINI BLVD	231069	Industrial	30,356	100.00%	30,356.0	0.03683	\$ 1,118.01	\$ 1,118.02
6303-007-023		193	Vacant	35,048	100.00%	35,048.0	0.03683	\$ 1,290.82	\$ 1,290.82
6303-007-024		193	Vacant	33,926	100.00%	33,926.0	0.03683	\$ 1,249.49	\$ 1,249.50
6303-007-025		382034	Vacant	19,841	100.00%	19,841.0	0.03683	\$ 730.74	\$ 730.74
6303-007-026	3395 E VERNON AVE	4637478	Industrial	41,015	100.00%	41,015.0	0.03683	\$ 1,510.58	\$ 1,510.58
6303-007-030	3425 E VERNON AVE	15732408	Industrial	85,939	100.00%	85,939.0	0.03683	\$ 3,165.13	\$ 3,165.14
6303-007-032	3200 BANDINI BLVD	2673389	Industrial	30,056	100.00%	30,056.0	0.03683	\$ 1,106.96	\$ 1,106.96
6303-007-036		93709	Commercial	19,926	100.00%	19,926.0	0.03683	\$ 733.87	\$ 733.88
6303-007-037		140568	Commercial	7,869	100.00%	7,869.0	0.03683	\$ 289.82	\$ 289.82
6303-007-045	3425 E VERNON AVE	1697932	Industrial	39,803	100.00%	39,803.0	0.03683	\$ 1,465.94	\$ 1,465.94
6303-007-046	3160 BANDINI BLVD	379923	Commercial	29,682	100.00%	29,682.0	0.03683	\$ 1,093.19	\$ 1,093.18
6303-007-047	3180 BANDINI BLVD	558023	Industrial	60,866	100.00%	60,866.0	0.03683	\$ 2,241.69	\$ 2,241.70
6303-007-270		484	Vacant	20,010	100.00%	20,010.0	0.03683	\$ 736.97	\$ 736.96
6303-007-271		613	Vacant	39,783	100.00%	39,783.0	0.03683	\$ 1,465.21	\$ 1,465.20
6303-008-008	3310 BANDINI BLVD	1372107	Vacant	91,643	100.00%	91,643.0	0.03683	\$ 3,375.21	\$ 3,375.22
6303-008-270		484	Vacant	29,130	100.00%	29,130.0	0.03683	\$ 1,072.86	\$ 1,072.86
6303-009-013		1909	Vacant	1,626	100.00%	1,626.0	0.03683	\$ 59.89	\$ 59.88
6303-009-015	3615 E VERNON AVE	8535026	Industrial	86,952	100.00%	86,952.0	0.03683	\$ 3,202.44	\$ 3,202.44
6303-009-019	3461 E VERNON AVE	806517	Industrial	60,616	100.00%	60,616.0	0.03683	\$ 2,232.49	\$ 2,232.48
6303-009-020		2541	Vacant	34,229	100.00%	34,229.0	0.03683	\$ 1,260.65	\$ 1,260.66
6303-009-021	3501 E VERNON AVE	11025950	Industrial	137,606	100.00%	137,606.0	0.03683	\$ 5,068.03	\$ 5,068.02
6303-009-270		173170	Vacant	25,213	100.00%	25,213.0	0.03683	\$ 928.59	\$ 928.60
6303-010-031	4350 ALCOA AVE	1688971	Industrial	45,730	100.00%	45,730.0	0.03683	\$ 1,684.24	\$ 1,684.24
6303-010-034	4337 S DOWNEY RD	853607	Commercial	21,043	100.00%	21,043.0	0.03683	\$ 775.01	\$ 775.02

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6303-010-041	4317 S DOWNEY RD	2768914	Commercial	132,858	50.00%	66,429.0	0.03683	\$ 2,446.58	\$ 2,446.58
6303-010-045		893352	Industrial	38,111	100.00%	38,111.0	0.03683	\$ 1,403.63	\$ 1,403.62
6303-010-047	4328 ALCOA AVE	14558000	Industrial	88,227	100.00%	88,227.0	0.03683	\$ 3,249.40	\$ 3,249.40
6303-010-273		368771	Vacant	61,988	100.00%	61,988.0	0.03683	\$ 2,283.02	\$ 2,283.02
6303-011-029	3215 E 44TH ST	1810296	Vacant	41,464	100.00%	41,464.0	0.03683	\$ 1,527.12	\$ 1,527.12
6303-011-037	3211 E 44TH ST	25474194	Industrial	64,946	100.00%	64,946.0	0.03683	\$ 2,391.96	\$ 2,391.96
6303-011-041	3261 E 44TH ST	8859006	Industrial	50,471	100.00%	50,471.0	0.03683	\$ 1,858.85	\$ 1,858.84
6303-011-047	3368 E VERNON AVE	24729823	Industrial	272,608	100.00%	272,608.0	0.03683	\$ 10,040.15	\$ 10,040.16
6303-011-049	3141 E 44TH ST	24688692	Industrial	149,877	100.00%	149,877.0	0.03683	\$ 5,519.97	\$ 5,519.96
6303-011-052	3450 E VERNON AVE	4396641	Industrial	62,213	100.00%	62,213.0	0.03683	\$ 2,291.30	\$ 2,291.30
6303-012-040	3009 E 44TH ST	572111	Industrial	25,613	100.00%	25,613.0	0.03683	\$ 943.33	\$ 943.32
6303-012-041	3055 E 44TH ST	3255719	Industrial	110,760	100.00%	110,760.0	0.03683	\$ 4,079.29	\$ 4,079.30
6303-012-046	3268 E VERNON AVE	5599475	Industrial	67,789	100.00%	67,789.0	0.03683	\$ 2,496.67	\$ 2,496.66
6303-012-048	3300 E VERNON AVE	4570234	Industrial	57,422	100.00%	57,422.0	0.03683	\$ 2,114.85	\$ 2,114.86
6303-012-049	4321 S BOYLE AVE	2683723	Industrial	33,530	100.00%	33,530.0	0.03683	\$ 1,234.91	\$ 1,234.90
6303-013-046		248338	Industrial	44,193	100.00%	44,193.0	0.03683	\$ 1,627.63	\$ 1,627.62
6303-013-048	3001 E 44TH ST	2083065	Industrial	39,361	100.00%	39,361.0	0.03683	\$ 1,449.67	\$ 1,449.66
6303-013-050	2927 E 44TH ST	2463072	Industrial	39,047	100.00%	39,047.0	0.03683	\$ 1,438.10	\$ 1,438.10
6303-013-052		2907000	Commercial	72,464	100.00%	72,464.0	0.03683	\$ 2,668.85	\$ 2,668.84
6303-013-053	3094 E VERNON AVE	3506000	Commercial	87,333	100.00%	87,333.0	0.03683	\$ 3,216.47	\$ 3,216.48
6303-013-054		211000	Vacant	5,231	100.00%	5,231.0	0.03683	\$ 192.66	\$ 192.66
6303-013-055	3200 E VERNON AVE	3501000	Industrial	87,184	100.00%	87,184.0	0.03683	\$ 3,210.99	\$ 3,210.98
6303-013-057	2825 E 44TH ST	30273559	Industrial	221,720	100.00%	221,720.0	0.03683	\$ 8,165.95	\$ 8,165.94
6303-014-014	2900 E 44TH ST	744831	Industrial	23,791	100.00%	23,791.0	0.03683	\$ 876.22	\$ 876.22
6303-014-017	2820 E 44TH ST	1146704	Industrial	43,996	26.00%	11,439.0	0.03683	\$ 421.30	\$ 421.30
6303-014-020	2820 E 44TH ST	268052	Vacant	17,954	100.00%	17,954.0	0.03683	\$ 661.25	\$ 661.24
6303-015-001	3060 E 44TH ST	5084026	Industrial	102,752	100.00%	102,752.0	0.03683	\$ 3,784.36	\$ 3,784.36
6303-015-004	3016 E 44TH ST	2251335	Industrial	53,578	100.00%	53,578.0	0.03683	\$ 1,973.28	\$ 1,973.28
6303-015-005	2944 E 44TH ST	5034506	Industrial	85,864	100.00%	85,864.0	0.03683	\$ 3,162.37	\$ 3,162.38
6303-016-001	3259 E 46TH ST	451019	Industrial	42,536	100.00%	42,536.0	0.03683	\$ 1,566.60	\$ 1,566.60
6303-016-002	3239 E 46TH ST	4998000	Industrial	52,334	100.00%	52,334.0	0.03683	\$ 1,927.46	\$ 1,927.46
6303-016-003	3223 E 46TH ST	1924889	Industrial	43,904	100.00%	43,904.0	0.03683	\$ 1,616.98	\$ 1,616.98
6303-016-005	3100 E 44TH ST	11460037	Industrial	216,058	100.00%	216,058.0	0.03683	\$ 7,957.42	\$ 7,957.42
6303-016-006	4510 S BOYLE AVE	5613243	Industrial	204,296	18.14%	37,059.3	0.03683	\$ 1,364.89	\$ 1,364.90
6303-016-007	3250 E 44TH ST	2342942	Industrial	125,017	66.24%	82,811.3	0.03683	\$ 3,049.94	\$ 3,049.94
6303-017-005	3383 E 45TH ST	105974	Industrial	11,155	100.00%	11,155.0	0.03683	\$ 410.84	\$ 410.84
6303-017-007	4427 S DOWNEY RD	259402	Commercial	18,962	100.00%	18,962.0	0.03683	\$ 698.37	\$ 698.38
6303-017-017	4501 S DOWNEY RD	177632	Commercial	10,746	100.00%	10,746.0	0.03683	\$ 395.78	\$ 395.78
6303-017-018	4525 S DOWNEY RD	266277	Vacant	10,746	100.00%	10,746.0	0.03683	\$ 395.78	\$ 395.78
6303-017-022	4401 S DOWNEY RD	18115251	Industrial	328,442	100.00%	328,442.0	0.03683	\$ 12,096.52	\$ 12,096.52
6303-017-025	4550 ALCOA AVE	8180262	Industrial	112,385	50.00%	56,192.5	0.03683	\$ 2,069.57	\$ 2,069.56
6303-017-028	4400 ALCOA AVE	2970094	Commercial	101,059	100.00%	101,059.0	0.03683	\$ 3,722.00	\$ 3,722.00
6303-017-029	4601 S DOWNEY RD	607328	Vacant	24,530	100.00%	24,530.0	0.03683	\$ 903.44	\$ 903.44
6303-017-270		123757	Industrial	22,080	100.00%	22,080.0	0.03683	\$ 813.21	\$ 813.20
6303-017-271		118352	Vacant	20,996	100.00%	20,996.0	0.03683	\$ 773.28	\$ 773.28
6303-017-272		76467	Vacant	6,000	100.00%	6,000.0	0.03683	\$ 220.98	\$ 220.98

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6303-019-010	4604 ALCOA AVE	2694320	Industrial	55,863	100.00%	55,863.0	0.03683	\$ 2,057.43	\$ 2,057.44
6303-019-013		1515404	Vacant	35,165	100.00%	35,165.0	0.03683	\$ 1,295.13	\$ 1,295.12
6303-019-014	3385 LEONIS BLVD	7551927	Industrial	94,324	100.00%	94,324.0	0.03683	\$ 3,473.95	\$ 3,473.96
6303-019-025	4700 ALCOA AVE	10993521	Industrial	83,889	100.00%	83,889.0	0.03683	\$ 3,089.63	\$ 3,089.64
6303-019-271		408122	Vacant	69,693	100.00%	69,693.0	0.03683	\$ 2,566.79	\$ 2,566.80
6303-020-001		120587	Industrial	3,391	100.00%	3,391.0	0.03683	\$ 124.89	\$ 124.90
6303-020-004		283395	Industrial	12,800	100.00%	12,800.0	0.03683	\$ 471.42	\$ 471.42
6303-020-008	3251 LEONIS BLVD	3520275	Industrial	64,830	100.00%	64,830.0	0.03683	\$ 2,387.69	\$ 2,387.68
6303-020-009	3155 LEONIS BLVD	9450136	Industrial	78,600	100.00%	78,600.0	0.03683	\$ 2,894.84	\$ 2,894.84
6303-020-010	4700 S BOYLE AVE	16041156	Industrial	524,898	36.01%	189,015.8	0.03683	\$ 6,961.45	\$ 6,961.46
6303-020-011		60862	Industrial	3,254	100.00%	3,254.0	0.03683	\$ 119.84	\$ 119.84
6303-020-012		68907	Miscellaneous	17,516	100.00%	17,516.0	0.03683	\$ 645.11	\$ 645.12
6303-021-007	3015 LEONIS BLVD	4299993	Industrial	84,850	100.00%	84,850.0	0.03683	\$ 3,125.03	\$ 3,125.02
6303-021-014	2955 LEONIS BLVD	7200944	Industrial	48,729	100.00%	48,729.0	0.03683	\$ 1,794.69	\$ 1,794.68
6303-021-015	2987 LEONIS BLVD	4700869	Industrial	48,616	100.00%	48,616.0	0.03683	\$ 1,790.53	\$ 1,790.52
6303-022-003	2801 LEONIS BLVD	2706079	Commercial	65,290	100.00%	65,290.0	0.03683	\$ 2,404.63	\$ 2,404.64
6303-022-004	2833 LEONIS BLVD STE 111	4341633	Commercial	46,290	100.00%	46,290.0	0.03683	\$ 1,704.86	\$ 1,704.86
6303-022-005	2849 LEONIS BLVD	682476	Industrial	33,976	100.00%	33,976.0	0.03683	\$ 1,251.34	\$ 1,251.34
6303-022-007	2929 LEONIS BLVD	4068590	Industrial	41,643	100.00%	41,643.0	0.03683	\$ 1,533.71	\$ 1,533.72
6303-023-003		1145	Vacant	225	100.00%	225.0	0.03683	\$ 8.29	\$ 8.28
6303-023-008	4900 S SOTO ST	6457036	Industrial	169,767	100.00%	169,767.0	0.03683	\$ 6,252.52	\$ 6,252.52
6303-023-010	2859 E 50TH ST	302756	Commercial	6,793	100.00%	6,793.0	0.03683	\$ 250.19	\$ 250.18
6303-024-002		15186	Commercial	3,554	100.00%	3,554.0	0.03683	\$ 130.89	\$ 130.90
6303-024-004	4925 S BOYLE AVE	4492091	Industrial	81,841	100.00%	81,841.0	0.03683	\$ 3,014.20	\$ 3,014.20
6303-024-005		15186	Commercial	3,196	100.00%	3,196.0	0.03683	\$ 117.71	\$ 117.70
6303-024-006	2977 E 50TH ST	22333	Commercial	5,136	100.00%	5,136.0	0.03683	\$ 189.16	\$ 189.16
6303-024-007	2959 E 50TH ST	2295000	Industrial	23,064	100.00%	23,064.0	0.03683	\$ 849.45	\$ 849.44
6303-024-008	2931 E 50TH ST	227319	Vacant	22,889	100.00%	22,889.0	0.03683	\$ 843.00	\$ 843.00
6303-024-009	2921 E 50TH ST	27378	Commercial	5,560	100.00%	5,560.0	0.03683	\$ 204.77	\$ 204.78
6303-024-010	2905 E 50TH ST	1515481	Industrial	34,821	100.00%	34,821.0	0.03683	\$ 1,282.46	\$ 1,282.46
6303-024-011	2905 E 50TH ST	2496789	Industrial	66,490	100.00%	66,490.0	0.03683	\$ 2,448.83	\$ 2,448.82
6303-024-015	2940 LEONIS BLVD	221771	Industrial	14,810	89.74%	13,290.5	0.03683	\$ 489.49	\$ 489.48
6303-024-016	2928 LEONIS BLVD	614332	Industrial	17,766	100.00%	17,766.0	0.03683	\$ 654.32	\$ 654.32
6303-024-018	2906 LEONIS BLVD	339422	Industrial	14,810	57.69%	8,543.9	0.03683	\$ 314.67	\$ 314.68
6303-024-019		1670385	Industrial	43,325	100.00%	43,325.0	0.03683	\$ 1,595.66	\$ 1,595.66
6303-024-020	4901 S BOYLE AVE	4412239	Vacant	111,262	88.82%	98,822.9	0.03683	\$ 3,639.65	\$ 3,639.64
6303-024-022	3050 LEONIS BLVD	1628929	Industrial	52,648	100.00%	52,648.0	0.03683	\$ 1,939.03	\$ 1,939.02
6303-024-023	3030 LEONIS BLVD	2543712	Industrial	35,412	100.00%	35,412.0	0.03683	\$ 1,304.22	\$ 1,304.22
6303-025-009	3130 LEONIS BLVD	3647934	Industrial	94,026	100.00%	94,026.0	0.03683	\$ 3,462.98	\$ 3,462.98
6303-025-013	4910 S BOYLE AVE	3197736	Industrial	214,751	42.63%	91,548.4	0.03683	\$ 3,371.73	\$ 3,371.72
6303-025-021	4950 S BOYLE AVE	1840527	Industrial	103,093	100.00%	103,093.0	0.03683	\$ 3,796.92	\$ 3,796.92
6303-025-023	4909 ALCOA AVE	6291116	Industrial	136,648	100.00%	136,648.0	0.03683	\$ 5,032.75	\$ 5,032.74
6303-026-003	3366 LEONIS BLVD	1668929	Commercial	40,994	100.00%	40,994.0	0.03683	\$ 1,509.81	\$ 1,509.80
6303-026-006	3320 LEONIS BLVD	1253604	Industrial	14,929	100.00%	14,929.0	0.03683	\$ 549.84	\$ 549.84
6303-026-012	3341 E 50TH ST	3671093	Industrial	55,733	100.00%	55,733.0	0.03683	\$ 2,052.65	\$ 2,052.64
6303-026-013	4906 ALCOA AVE REAR	938791	Industrial	28,716	100.00%	28,716.0	0.03683	\$ 1,057.61	\$ 1,057.62

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6303-026-016	3398 LEONIS BLVD	2730096	Industrial	43,996	93.69%	41,219.9	0.03683	\$ 1,518.13	\$ 1,518.12
6303-026-017	4820 ALCOA AVE	3467374	Industrial	45,708	100.00%	45,708.0	0.03683	\$ 1,683.43	\$ 1,683.42
6303-026-018		55103	Vacant	3,319	100.00%	3,319.0	0.03683	\$ 122.24	\$ 122.24
6303-026-270		358871	Vacant	60,626	100.00%	60,626.0	0.03683	\$ 2,232.86	\$ 2,232.86
6303-027-002	3301 FRUITLAND AVE	11880000	Industrial	98,748	100.00%	98,748.0	0.03683	\$ 3,636.89	\$ 3,636.88
6303-027-003	3310 E 50TH ST	2915510	Industrial	102,802	73.34%	75,395.0	0.03683	\$ 2,776.80	\$ 2,776.80
6303-027-270		349016	Vacant	61,043	100.00%	61,043.0	0.03683	\$ 2,248.21	\$ 2,248.22
6303-028-003	3121 FRUITLAND AVE	311119	Industrial	36,565	100.00%	36,565.0	0.03683	\$ 1,346.69	\$ 1,346.68
6303-028-004	3121 FRUITLAND AVE	523925	Industrial	43,561	100.00%	43,561.0	0.03683	\$ 1,604.35	\$ 1,604.36
6303-028-011	3222 E 50TH ST	1307412	Industrial	116,585	100.00%	116,585.0	0.03683	\$ 4,293.83	\$ 4,293.82
6303-028-012	5001 ALCOA AVE	735285	Industrial	75,051	100.00%	75,051.0	0.03683	\$ 2,764.13	\$ 2,764.12
6303-028-013	3211 FRUITLAND AVE	8036271	Industrial	202,103	100.00%	202,103.0	0.03683	\$ 7,443.45	\$ 7,443.46
6303-028-014	5100 S BOYLE AVE	456608	Industrial	50,313	100.00%	50,313.0	0.03683	\$ 1,853.03	\$ 1,853.02
6303-028-015	5008 S BOYLE AVE	8726377	Industrial	180,338	59.10%	106,579.8	0.03683	\$ 3,925.33	\$ 3,925.34
6303-029-005		1311	Vacant	195	100.00%	195.0	0.03683	\$ 7.18	\$ 7.18
6303-029-006	3063 FRUITLAND AVE	3802326	Industrial	36,498	100.00%	36,498.0	0.03683	\$ 1,344.22	\$ 1,344.22
6303-029-007	3041 FRUITLAND AVE	2434593	Industrial	48,824	100.00%	48,824.0	0.03683	\$ 1,798.19	\$ 1,798.18
6303-029-008	3027 FRUITLAND AVE	2584721	Industrial	44,510	100.00%	44,510.0	0.03683	\$ 1,639.30	\$ 1,639.30
6303-029-010	3022 E 50TH ST	1905132	Industrial	41,113	100.00%	41,113.0	0.03683	\$ 1,514.19	\$ 1,514.20
6303-029-011	3046 E 50TH ST	2091678	Industrial	47,247	100.00%	47,247.0	0.03683	\$ 1,740.11	\$ 1,740.10
6303-029-012	3068 E 50TH ST	3152752	Industrial	35,439	100.00%	35,439.0	0.03683	\$ 1,305.22	\$ 1,305.22
6303-029-013	3080 E 50TH ST	1161703	Industrial	23,631	100.00%	23,631.0	0.03683	\$ 870.33	\$ 870.32
6303-029-016	2901 FRUITLAND AVE	8525322	Industrial	184,202	100.00%	184,202.0	0.03683	\$ 6,784.16	\$ 6,784.16
6303-029-017	3101 FRUITLAND AVE	3583317	Industrial	196,248	100.00%	196,248.0	0.03683	\$ 7,227.81	\$ 7,227.82
6303-029-018	2900 E 50TH ST	4262348	Industrial	153,694	100.00%	153,694.0	0.03683	\$ 5,660.55	\$ 5,660.56
6303-029-019		6333539	Vacant	115,794	100.00%	115,794.0	0.03683	\$ 4,264.69	\$ 4,264.70
6304-001-003	4408 BANDINI BLVD	163789	Industrial	27,020	100.00%	27,020.0	0.03683	\$ 995.15	\$ 995.14
6304-001-005	2900 S SUNOL DR	1602670	Industrial	80,797	100.00%	80,797.0	0.03683	\$ 2,975.75	\$ 2,975.76
6304-001-009	4395 AYERS AVE	2248204	Industrial	42,859	28.72%	12,309.1	0.03683	\$ 453.34	\$ 453.34
6304-001-016	4398 AYERS AVE	5426731	Industrial	129,373	8.80%	11,384.8	0.03683	\$ 419.30	\$ 419.30
6304-001-018	4380 AYERS AVE	9371791	Industrial	176,418	100.00%	176,418.0	0.03683	\$ 6,497.47	\$ 6,497.48
6304-001-020	4408 BANDINI BLVD	12246733	Industrial	408,856	100.00%	408,856.0	0.03683	\$ 15,058.17	\$ 15,058.16
6304-001-021	4382 BANDINI BLVD	2978487	Industrial	161,608	90.36%	146,029.0	0.03683	\$ 5,378.25	\$ 5,378.24
6304-001-022		730017	Vacant	55,689	100.00%	55,689.0	0.03683	\$ 2,051.03	\$ 2,051.02
6304-003-001	4170 BANDINI BLVD	17731147	Industrial	516,186	15.97%	82,434.9	0.03683	\$ 3,036.08	\$ 3,036.08
6304-003-002	4144 BANDINI BLVD	104376	Commercial	21,357	100.00%	21,357.0	0.03683	\$ 786.58	\$ 786.58
6304-003-005	4110 BANDINI BLVD	714663	Vacant	62,043	100.00%	62,043.0	0.03683	\$ 2,285.04	\$ 2,285.04
6304-003-007		1175	Vacant	18,298	100.00%	18,298.0	0.03683	\$ 673.92	\$ 673.92
6304-003-008	4134 BANDINI BLVD	1410320	Industrial	133,697	100.00%	133,697.0	0.03683	\$ 4,924.06	\$ 4,924.06
6304-004-011	4240 BANDINI BLVD	716849	Industrial	80,230	100.00%	80,230.0	0.03683	\$ 2,954.87	\$ 2,954.88
6304-004-015	4240 BANDINI BLVD	36625356	Industrial	513,920	100.00%	513,920.0	0.03683	\$ 18,927.67	\$ 18,927.68
6304-004-019	4310 BANDINI BLVD	8094714	Industrial	446,845	100.00%	446,845.0	0.03683	\$ 16,457.30	\$ 16,457.30
6304-004-020	2939 S SUNOL DR	12907305	Industrial	159,430	95.06%	151,554.2	0.03683	\$ 5,581.74	\$ 5,581.74
6304-004-021	4280 BANDINI BLVD	3304818	Industrial	76,230	100.00%	76,230.0	0.03683	\$ 2,807.55	\$ 2,807.56
6304-005-005	3920 BANDINI BLVD	204112	Industrial	62,647	100.00%	62,647.0	0.03683	\$ 2,307.29	\$ 2,307.28
6304-005-008		274899	Vacant	6,927	100.00%	6,927.0	0.03683	\$ 255.12	\$ 255.12

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6304-005-014	4080 BANDINI BLVD	519571	Vacant	43,962	100.00%	43,962.0	0.03683	\$ 1,619.12	\$ 1,619.12
6304-005-016	3818 BANDINI BLVD	379220	Industrial	30,450	100.00%	30,450.0	0.03683	\$ 1,121.47	\$ 1,121.48
6304-005-017	3848 BANDINI BLVD	888058	Industrial	80,132	100.00%	80,132.0	0.03683	\$ 2,951.26	\$ 2,951.26
6304-005-018		433	Vacant	6,526	100.00%	6,526.0	0.03683	\$ 240.35	\$ 240.36
6304-005-019	4100 BANDINI BLVD	13523461	Industrial	98,870	100.00%	98,870.0	0.03683	\$ 3,641.38	\$ 3,641.38
6304-005-022		251476	Vacant	21,221	100.00%	21,221.0	0.03683	\$ 781.57	\$ 781.56
6304-005-024		293445	Commercial	52,478	100.00%	52,478.0	0.03683	\$ 1,932.76	\$ 1,932.76
6304-005-025	4020 BANDINI BLVD	1126636	Commercial	95,276	100.00%	95,276.0	0.03683	\$ 3,509.02	\$ 3,509.02
6304-005-026	4050 BANDINI BLVD	2247503	Industrial	194,818	100.00%	194,818.0	0.03683	\$ 7,175.15	\$ 7,175.14
6304-006-004		1531	Vacant	159	100.00%	159.0	0.03683	\$ 5.86	\$ 5.86
6304-006-270		31549	Vacant	8,102	100.00%	8,102.0	0.03683	\$ 298.40	\$ 298.40
6304-006-271		1258	Vacant	22,747	100.00%	22,747.0	0.03683	\$ 837.77	\$ 837.78
6304-007-274		1268892	Vacant	670,977	100.00%	670,977.0	0.03683	\$ 24,712.08	\$ 24,712.08
6304-010-005	4921 DISTRICT BLVD	4323764	Industrial	59,623	100.00%	59,623.0	0.03683	\$ 2,195.92	\$ 2,195.92
6304-010-009		41635	Commercial	7,123	100.00%	7,123.0	0.03683	\$ 262.34	\$ 262.34
6304-011-005	4900 E 50TH ST	7570288	Industrial	130,680	46.56%	60,844.6	0.03683	\$ 2,240.91	\$ 2,240.90
6304-011-006	4820 E 50TH ST	7265186	Industrial	132,938	100.00%	132,938.0	0.03683	\$ 4,896.11	\$ 4,896.10
6304-012-002	4833 FRUITLAND AVE	4029616	Industrial	68,645	100.00%	68,645.0	0.03683	\$ 2,528.20	\$ 2,528.20
6304-012-003		341867	Commercial	12,076	100.00%	12,076.0	0.03683	\$ 444.76	\$ 444.76
6304-012-004	4879 FRUITLAND AVE	2411851	Industrial	47,975	100.00%	47,975.0	0.03683	\$ 1,766.92	\$ 1,766.92
6304-012-011	5030 GIFFORD AVE	2137173	Industrial	49,977	100.00%	49,977.0	0.03683	\$ 1,840.65	\$ 1,840.66
6304-012-012	5100 DISTRICT BLVD	4513579	Industrial	83,268	100.00%	83,268.0	0.03683	\$ 3,066.76	\$ 3,066.76
6304-012-013	5100 DISTRICT BLVD	8338500	Industrial	115,992	100.00%	115,992.0	0.03683	\$ 4,271.99	\$ 4,271.98
6304-013-005	4702 E 50TH ST	1177027	Industrial	29,621	44.64%	13,222.8	0.03683	\$ 487.00	\$ 487.00
6304-013-020	4584 E 50TH ST	898845	Industrial	38,728	100.00%	38,728.0	0.03683	\$ 1,426.35	\$ 1,426.36
6304-013-021	3838 FRUITLAND AVE	475278	Industrial	9,122	100.00%	9,122.0	0.03683	\$ 335.96	\$ 335.96
6304-013-022	3840 FRUITLAND AVE	172691	Industrial	3,777	100.00%	3,777.0	0.03683	\$ 139.11	\$ 139.10
6304-013-024		1434742	Industrial	43,365	66.12%	28,672.9	0.03683	\$ 1,056.02	\$ 1,056.02
6304-013-025	5035 GIFFORD AVE	6602071	Industrial	95,370	66.12%	63,058.6	0.03683	\$ 2,322.45	\$ 2,322.44
6304-014-001	4800 DISTRICT BLVD	1230488	Industrial	22,393	100.00%	22,393.0	0.03683	\$ 824.73	\$ 824.74
6304-014-003	4807 E 49TH ST	877893	Industrial	53,679	18.84%	10,113.1	0.03683	\$ 372.47	\$ 372.46
6304-014-010	4863 E 50TH ST	439243	Industrial	16,117	100.00%	16,117.0	0.03683	\$ 593.59	\$ 593.58
6304-014-012	4821 E 50TH ST	5109715	Industrial	57,524	100.00%	57,524.0	0.03683	\$ 2,118.61	\$ 2,118.60
6304-014-013	4900 GIFFORD AVE	1024924	Industrial	24,983	100.00%	24,983.0	0.03683	\$ 920.12	\$ 920.12
6304-014-014	4950 E 49TH ST	2871253	Industrial	45,738	12.83%	5,868.2	0.03683	\$ 216.13	\$ 216.12
6304-014-016	4940 DISTRICT BLVD	1940327	Industrial	49,803	100.00%	49,803.0	0.03683	\$ 1,834.24	\$ 1,834.24
6304-015-001	4700 DISTRICT BLVD	2971940	Industrial	20,473	100.00%	20,473.0	0.03683	\$ 754.02	\$ 754.02
6304-015-004	4731 E 48TH ST	665564	Industrial	17,114	100.00%	17,114.0	0.03683	\$ 630.31	\$ 630.30
6304-015-005	4703 E 48TH ST	1282299	Industrial	19,000	100.00%	19,000.0	0.03683	\$ 699.77	\$ 699.78
6304-015-008		643640	Commercial	22,963	100.00%	22,963.0	0.03683	\$ 845.73	\$ 845.72
6304-015-009	4760 E 48TH ST	386179	Commercial	12,196	100.00%	12,196.0	0.03683	\$ 449.18	\$ 449.18
6304-015-010	4770 E 48TH ST	1901632	Industrial	35,719	100.00%	35,719.0	0.03683	\$ 1,315.53	\$ 1,315.54
6304-015-013	4770 DISTRICT BLVD	2059914	Industrial	51,717	100.00%	51,717.0	0.03683	\$ 1,904.74	\$ 1,904.74
6304-016-001	4707 E 49TH ST	850160	Industrial	26,933	100.00%	26,933.0	0.03683	\$ 991.94	\$ 991.94
6304-016-002	4727 E 49TH ST	421546	Industrial	20,310	100.00%	20,310.0	0.03683	\$ 748.02	\$ 748.02
6304-016-003	4749 E 49TH ST	512221	Industrial	6,508	100.00%	6,508.0	0.03683	\$ 239.69	\$ 239.68

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6304-016-004	4755 E 49TH ST	746519	Industrial	19,805	100.00%	19,805.0	0.03683	\$ 729.42	\$ 729.42
6304-016-005	4767 E 49TH ST	1033648	Industrial	17,405	100.00%	17,405.0	0.03683	\$ 641.03	\$ 641.02
6304-016-007	4900 CORONA AVE	2780282	Industrial	60,113	100.00%	60,113.0	0.03683	\$ 2,213.96	\$ 2,213.96
6304-016-008	4770 E 49TH ST	1372591	Industrial	30,558	100.00%	30,558.0	0.03683	\$ 1,125.45	\$ 1,125.46
6304-016-014	4921 GIFFORD AVE	1534606	Industrial	61,679	100.00%	61,679.0	0.03683	\$ 2,271.64	\$ 2,271.64
6304-016-015	4988 CORONA AVE	2630643	Industrial	29,184	100.00%	29,184.0	0.03683	\$ 1,074.85	\$ 1,074.84
6304-017-003	4580 E 49TH ST	932297	Industrial	21,331	100.00%	21,331.0	0.03683	\$ 785.62	\$ 785.62
6304-017-011	4537 E 50TH ST	2892208	Industrial	110,757	100.00%	110,757.0	0.03683	\$ 4,079.18	\$ 4,079.18
6304-017-012	4900 LOMA VISTA AVE	1212429	Industrial	25,880	50.00%	12,940.0	0.03683	\$ 476.58	\$ 476.58
6304-017-013	4662 E 49TH ST	2074493	Industrial	25,736	100.00%	25,736.0	0.03683	\$ 947.86	\$ 947.86
6304-018-018	4501 E 49TH ST	5095905	Industrial	93,874	24.58%	23,074.2	0.03683	\$ 849.82	\$ 849.82
6304-018-022	4665 E 49TH ST	4861610	Industrial	81,021	100.00%	81,021.0	0.03683	\$ 2,984.00	\$ 2,984.00
6304-018-023	4592 E 49TH ST	5980447	Industrial	108,115	22.23%	24,034.0	0.03683	\$ 885.17	\$ 885.18
6304-019-002	4536 DISTRICT BLVD	796998	Industrial	37,343	100.00%	37,343.0	0.03683	\$ 1,375.34	\$ 1,375.34
6304-019-003	4546 DISTRICT BLVD	222169	Industrial	14,448	100.00%	14,448.0	0.03683	\$ 532.12	\$ 532.12
6304-019-010	4515 E 48TH ST	1306216	Industrial	38,768	100.00%	38,768.0	0.03683	\$ 1,427.83	\$ 1,427.82
6304-019-019	4675 E 48TH ST	562380	Industrial	13,078	100.00%	13,078.0	0.03683	\$ 481.66	\$ 481.66
6304-019-024	4697 E 48TH ST	2096928	Industrial	46,609	44.42%	20,703.7	0.03683	\$ 762.52	\$ 762.52
6304-019-025	4726 LOMA VISTA AVE	2623035	Industrial	38,020	40.95%	15,569.2	0.03683	\$ 573.41	\$ 573.42
6304-020-004	4717 DISTRICT BLVD	371057	Industrial	12,669	100.00%	12,669.0	0.03683	\$ 466.60	\$ 466.60
6304-020-005	4725 DISTRICT BLVD	334158	Industrial	7,581	100.00%	7,581.0	0.03683	\$ 279.21	\$ 279.20
6304-020-006	4729 DISTRICT BLVD	328086	Industrial	8,197	100.00%	8,197.0	0.03683	\$ 301.90	\$ 301.90
6304-020-007	4737 DISTRICT BLVD	97191	Industrial	2,926	100.00%	2,926.0	0.03683	\$ 107.76	\$ 107.76
6304-020-019		112395	Vacant	8,379	100.00%	8,379.0	0.03683	\$ 308.60	\$ 308.60
6304-020-021	4525 DISTRICT BLVD	2712373	Industrial	48,759	100.00%	48,759.0	0.03683	\$ 1,795.79	\$ 1,795.80
6304-020-022	4529 DISTRICT BLVD	1928537	Industrial	30,865	100.00%	30,865.0	0.03683	\$ 1,136.76	\$ 1,136.76
6304-020-024	4560 LOMA VISTA AVE	4535095	Industrial	105,646	50.00%	52,823.0	0.03683	\$ 1,945.47	\$ 1,945.48
6304-020-028		99590	Vacant	8,888	100.00%	8,888.0	0.03683	\$ 327.35	\$ 327.34
6304-020-029	4713 DISTRICT BLVD	2025137	Industrial	46,843	100.00%	46,843.0	0.03683	\$ 1,725.23	\$ 1,725.22
6304-020-032	4685 DISTRICT BLVD	3009196	Industrial	58,301	100.00%	58,301.0	0.03683	\$ 2,147.23	\$ 2,147.22
6304-020-033	4575 DISTRICT BLVD	6459256	Industrial	127,631	100.00%	127,631.0	0.03683	\$ 4,700.65	\$ 4,700.64
6304-020-034	4601 DISTRICT BLVD	1989659	Industrial	36,955	100.00%	36,955.0	0.03683	\$ 1,361.05	\$ 1,361.06
6304-020-035	4625 DISTRICT BLVD	9437521	Industrial	86,130	100.00%	86,130.0	0.03683	\$ 3,172.17	\$ 3,172.16
6304-020-038	4661 DISTRICT BLVD	2118517	Industrial	43,167	38.68%	16,697.0	0.03683	\$ 614.95	\$ 614.96
6304-021-013	4265 CHARTER ST	5079313	Industrial	78,611	100.00%	78,611.0	0.03683	\$ 2,895.24	\$ 2,895.24
6304-021-019	4333 S MAYWOOD AVE	3203853	Industrial	29,621	100.00%	29,621.0	0.03683	\$ 1,090.94	\$ 1,090.94
6304-021-024	4200 CHARTER ST	1668735	Industrial	69,696	47.40%	33,035.9	0.03683	\$ 1,216.71	\$ 1,216.72
6304-021-031	4230 CHARTER ST	2887620	Industrial	65,340	100.00%	65,340.0	0.03683	\$ 2,406.47	\$ 2,406.48
6304-021-043	4309 EXCHANGE AVE	7048710	Industrial	75,432	100.00%	75,432.0	0.03683	\$ 2,778.16	\$ 2,778.16
6304-021-046	4201 EXCHANGE AVE	1550598	Commercial	29,340	100.00%	29,340.0	0.03683	\$ 1,080.59	\$ 1,080.60
6304-021-049	4215 EXCHANGE AVE	13713657	Industrial	187,328	100.00%	187,328.0	0.03683	\$ 6,899.29	\$ 6,899.30
6304-021-052	4383 EXCHANGE AVE	6030933	Industrial	104,413	100.00%	104,413.0	0.03683	\$ 3,845.53	\$ 3,845.54
6304-021-055	4353 EXCHANGE AVE	11409949	Industrial	178,596	47.50%	84,833.1	0.03683	\$ 3,124.40	\$ 3,124.40
6304-022-022	4555 EVERETT AVE	6866640	Industrial	44,867	100.00%	44,867.0	0.03683	\$ 1,652.45	\$ 1,652.46
6304-022-036	4511 EVERETT AVE	1817646	Industrial	21,491	100.00%	21,491.0	0.03683	\$ 791.51	\$ 791.52
6304-022-058		162830	Vacant	7,348	100.00%	7,348.0	0.03683	\$ 270.63	\$ 270.62

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6304-022-059	4551 LOMA VISTA AVE	10708442	Industrial	187,374	91.69%	171,803.2	0.03683	\$ 6,327.51	\$ 6,327.52
6304-022-060		92139	Vacant	4,178	100.00%	4,178.0	0.03683	\$ 153.88	\$ 153.88
6304-022-061		10892	Vacant	361	100.00%	361.0	0.03683	\$ 13.30	\$ 13.30
6304-022-063		520200	Industrial	10,830	100.00%	10,830.0	0.03683	\$ 398.87	\$ 398.86
6304-023-001	4300 DISTRICT BLVD	1095014	Industrial	43,996	20.00%	8,799.2	0.03683	\$ 324.07	\$ 324.08
6304-023-005	4803 EVERETT AVE	1125667	Industrial	32,905	100.00%	32,905.0	0.03683	\$ 1,211.89	\$ 1,211.90
6304-023-007	4309 FRUITLAND AVE	17873	Industrial	3,920	100.00%	3,920.0	0.03683	\$ 144.37	\$ 144.38
6304-023-008		40998	Vacant	8,712	100.00%	8,712.0	0.03683	\$ 320.86	\$ 320.86
6304-023-009		68317	Industrial	13,503	100.00%	13,503.0	0.03683	\$ 497.32	\$ 497.32
6304-023-010	4309 FRUITLAND AVE	19797557	Industrial	269,235	100.00%	269,235.0	0.03683	\$ 9,915.93	\$ 9,915.92
6304-023-024		772064	Commercial	51,971	100.00%	51,971.0	0.03683	\$ 1,914.09	\$ 1,914.10
6304-023-025	4355 FRUITLAND AVE	3068442	Industrial	51,401	50.00%	25,700.5	0.03683	\$ 946.55	\$ 946.54
6304-024-002	4368 DISTRICT BLVD	1614083	Industrial	11,937	100.00%	11,937.0	0.03683	\$ 439.64	\$ 439.64
6304-024-003	4400 DISTRICT BLVD	302638	Vacant	14,823	100.00%	14,823.0	0.03683	\$ 545.93	\$ 545.94
6304-024-004	4404 DISTRICT BLVD	327882	Industrial	7,673	100.00%	7,673.0	0.03683	\$ 282.60	\$ 282.60
6304-024-005	4410 DISTRICT BLVD	748663	Industrial	8,105	100.00%	8,105.0	0.03683	\$ 298.51	\$ 298.50
6304-024-006	4420 DISTRICT BLVD	245945	Industrial	15,722	100.00%	15,722.0	0.03683	\$ 579.04	\$ 579.04
6304-024-007	4420 DISTRICT BLVD	31099	Industrial	3,762	100.00%	3,762.0	0.03683	\$ 138.55	\$ 138.56
6304-024-008	4440 DISTRICT BLVD	551294	Industrial	14,292	100.00%	14,292.0	0.03683	\$ 526.37	\$ 526.38
6304-024-009	4464 DISTRICT BLVD	1198887	Industrial	24,002	100.00%	24,002.0	0.03683	\$ 883.99	\$ 884.00
6304-024-010		162439	Industrial	9,462	100.00%	9,462.0	0.03683	\$ 348.49	\$ 348.48
6304-025-010		630	Vacant	129	100.00%	129.0	0.03683	\$ 4.75	\$ 4.76
6304-025-011		70227	Industrial	3,126	100.00%	3,126.0	0.03683	\$ 115.13	\$ 115.14
6304-025-014	4425 E 49TH ST	691161	Industrial	26,834	100.00%	26,834.0	0.03683	\$ 988.30	\$ 988.30
6304-025-019	4800 DEKALB AVE	421724	Industrial	24,150	100.00%	24,150.0	0.03683	\$ 889.44	\$ 889.44
6304-025-020	4820 EVERETT AVE	2656517	Industrial	24,343	100.00%	24,343.0	0.03683	\$ 896.55	\$ 896.56
6304-025-023	4733 LOMA VISTA AVE	4021103	Industrial	39,992	100.00%	39,992.0	0.03683	\$ 1,472.91	\$ 1,472.90
6304-025-029		1922293	Industrial	38,572	100.00%	38,572.0	0.03683	\$ 1,420.61	\$ 1,420.60
6304-025-030		2084189	Industrial	40,447	100.00%	40,447.0	0.03683	\$ 1,489.66	\$ 1,489.66
6304-025-032	4722 EVERETT AVE	5460626	Industrial	65,775	100.00%	65,775.0	0.03683	\$ 2,422.49	\$ 2,422.50
6304-025-035	4820 EVERETT CT	4090756	Industrial	60,549	100.00%	60,549.0	0.03683	\$ 2,230.02	\$ 2,230.02
6304-025-036	4726 EVERETT AVE	1920058	Industrial	37,030	100.00%	37,030.0	0.03683	\$ 1,363.81	\$ 1,363.82
6304-026-002	4383 FRUITLAND AVE	3646602	Industrial	19,003	100.00%	19,003.0	0.03683	\$ 699.88	\$ 699.88
6304-026-005	4372 E 49TH ST	1407474	Industrial	21,344	78.35%	16,723.0	0.03683	\$ 615.91	\$ 615.90
6304-026-009	4423 FRUITLAND AVE	2238095	Industrial	41,950	17.00%	7,131.5	0.03683	\$ 262.65	\$ 262.66
6304-026-010	4424 E 49TH ST	1003424	Industrial	43,041	100.00%	43,041.0	0.03683	\$ 1,585.20	\$ 1,585.20
6304-026-017	4405 FRUITLAND AVE	4927484	Industrial	56,818	46.73%	26,551.1	0.03683	\$ 977.88	\$ 977.88
6304-026-019	4949 EVERETT CT	1826116	Industrial	37,094	100.00%	37,094.0	0.03683	\$ 1,366.17	\$ 1,366.18
6304-026-030	4455 FRUITLAND AVE REAR	6810145	Industrial	116,599	100.00%	116,599.0	0.03683	\$ 4,294.34	\$ 4,294.34
6304-027-025	4201 FRUITLAND AVE	31653761	Industrial	528,818	100.00%	528,818.0	0.03683	\$ 19,476.37	\$ 19,476.36
6304-028-015	4201 DISTRICT BLVD	595219	Industrial	16,988	100.00%	16,988.0	0.03683	\$ 625.67	\$ 625.66
6304-028-021	4565 W PRODUCE PLZ	1296745	Commercial	5,744	100.00%	5,744.0	0.03683	\$ 211.55	\$ 211.56
6304-028-033	4507 S MAYWOOD AVE	18849021	Industrial	394,218	16.63%	65,558.5	0.03683	\$ 2,414.52	\$ 2,414.52
6304-028-034	4255 DISTRICT BLVD	1742592	Industrial	34,578	20.50%	7,088.5	0.03683	\$ 261.07	\$ 261.06
6304-030-002		3209668	Industrial	125,822	100.00%	125,822.0	0.03683	\$ 4,634.02	\$ 4,634.02
6308-001-016		192018	Vacant	6,570	100.00%	6,570.0	0.03683	\$ 241.97	\$ 241.98

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6308-001-017	4361 S SOTO ST	2110770	Industrial	51,384	100.00%	51,384.0	0.03683	\$ 1,892.47	\$ 1,892.48
6308-001-019	4417 S SOTO ST	174792	Industrial	14,957	100.00%	14,957.0	0.03683	\$ 550.87	\$ 550.86
6308-001-021	4425 S SOTO ST	26396	Industrial	7,767	100.00%	7,767.0	0.03683	\$ 286.06	\$ 286.06
6308-001-022	4515 S SOTO ST	403148	Industrial	31,023	100.00%	31,023.0	0.03683	\$ 1,142.58	\$ 1,142.58
6308-001-024	2727 E 46TH ST	1323026	Industrial	65,771	100.00%	65,771.0	0.03683	\$ 2,422.35	\$ 2,422.34
6308-001-025	2727 E 46TH ST	690707	Industrial	25,366	100.00%	25,366.0	0.03683	\$ 934.23	\$ 934.22
6308-001-026		233672	Industrial	13,251	100.00%	13,251.0	0.03683	\$ 488.03	\$ 488.04
6308-001-029	4400 SEVILLE AVE	367839	Industrial	27,697	100.00%	27,697.0	0.03683	\$ 1,020.08	\$ 1,020.08
6308-001-033	2721 E 46TH ST	231316	Commercial	14,482	100.00%	14,482.0	0.03683	\$ 533.37	\$ 533.38
6308-001-034	4550 SEVILLE AVE	2344247	Industrial	55,867	100.00%	55,867.0	0.03683	\$ 2,057.58	\$ 2,057.58
6308-001-045	2704 E 45TH ST	595927	Industrial	35,722	100.00%	35,722.0	0.03683	\$ 1,315.64	\$ 1,315.64
6308-001-047		36953	Vacant	3,236	100.00%	3,236.0	0.03683	\$ 119.18	\$ 119.18
6308-002-006	2761 FRUITLAND AVE	11690681	Industrial	94,525	18.30%	17,298.1	0.03683	\$ 637.09	\$ 637.08
6308-002-009	2770 LEONIS BLVD	2582346	Industrial	125,017	21.24%	26,553.6	0.03683	\$ 977.97	\$ 977.96
6308-002-015	2734 E 46TH ST	5716564	Industrial	78,526	35.22%	27,656.9	0.03683	\$ 1,018.60	\$ 1,018.60
6308-002-016	4620 SEVILLE AVE	3485430	Vacant	88,198	100.00%	88,198.0	0.03683	\$ 3,248.33	\$ 3,248.34
6308-002-017		194837	Vacant	8,319	100.00%	8,319.0	0.03683	\$ 306.39	\$ 306.38
6308-002-018		1342	Vacant	650	100.00%	650.0	0.03683	\$ 23.94	\$ 23.94
6308-002-023	5001 SOTO ST	28860201	Industrial	216,929	100.00%	216,929.0	0.03683	\$ 7,989.50	\$ 7,989.50
6308-003-012	5124 PACIFIC BLVD	1952450	Industrial	29,762	100.00%	29,762.0	0.03683	\$ 1,096.13	\$ 1,096.14
6308-003-014	2615 FRUITLAND AVE	989042	Industrial	10,894	100.00%	10,894.0	0.03683	\$ 401.23	\$ 401.22
6308-003-020	2600 LEONIS BLVD	281481	Commercial	9,805	100.00%	9,805.0	0.03683	\$ 361.12	\$ 361.12
6308-003-030	5000 PACIFIC BLVD	41730756	Industrial	424,274	100.00%	424,274.0	0.03683	\$ 15,626.01	\$ 15,626.02
6308-004-007	2615 LEONIS BLVD	133594	Commercial	7,755	100.00%	7,755.0	0.03683	\$ 285.62	\$ 285.62
6308-004-008	2639 LEONIS BLVD	277712	Industrial	35,288	100.00%	35,288.0	0.03683	\$ 1,299.66	\$ 1,299.66
6308-004-011	4600 PACIFIC BLVD	176234	Industrial	12,903	100.00%	12,903.0	0.03683	\$ 475.22	\$ 475.22
6308-004-012	4618 PACIFIC BLVD	3773388	Industrial	115,932	100.00%	115,932.0	0.03683	\$ 4,269.78	\$ 4,269.78
6308-004-013	2665 LEONIS BLVD	13525200	Industrial	199,558	100.00%	199,558.0	0.03683	\$ 7,349.72	\$ 7,349.72
6308-005-007	4580 PACIFIC BLVD	1714760	Commercial	38,125	100.00%	38,125.0	0.03683	\$ 1,404.14	\$ 1,404.14
6308-005-008	4560 PACIFIC BLVD	1325960	Industrial	53,006	100.00%	53,006.0	0.03683	\$ 1,952.21	\$ 1,952.22
6308-005-009	4553 SEVILLE AVE	5548428	Industrial	127,195	30.00%	38,158.5	0.03683	\$ 1,405.38	\$ 1,405.38
6308-005-012	4480 PACIFIC BLVD	4945524	Industrial	148,104	30.44%	45,082.9	0.03683	\$ 1,660.40	\$ 1,660.40
6308-005-013		11242	Vacant	4,727	100.00%	4,727.0	0.03683	\$ 174.10	\$ 174.10
6308-005-014	2620 E VERNON AVE	2907000	Industrial	41,109	100.00%	41,109.0	0.03683	\$ 1,514.04	\$ 1,514.04
6308-005-015	2638 E VERNON AVE	6373843	Industrial	135,321	100.00%	135,321.0	0.03683	\$ 4,983.87	\$ 4,983.88
6308-005-021	2651 E 45TH ST	17034000	Industrial	149,209	100.00%	149,209.0	0.03683	\$ 5,495.37	\$ 5,495.36
6308-006-004	4320 S SANTA FE AVE	4457073	Industrial	36,155	8.94%	3,232.3	0.03683	\$ 119.04	\$ 119.04
6308-006-014		389517	Vacant	25,306	100.00%	25,306.0	0.03683	\$ 932.02	\$ 932.02
6308-006-015	4433 PACIFIC BLVD	4729132	Industrial	24,159	5.00%	1,208.0	0.03683	\$ 44.49	\$ 44.48
6308-006-018	4462 PACIFIC BLVD	586376	Industrial	16,026	100.00%	16,026.0	0.03683	\$ 590.24	\$ 590.24
6308-007-006	4848 S SANTA FE AVE	2865867	Industrial	80,344	100.00%	80,344.0	0.03683	\$ 2,959.07	\$ 2,959.06
6308-007-008	4600 S SANTA FE AVE	2036407	Industrial	90,426	100.00%	90,426.0	0.03683	\$ 3,330.39	\$ 3,330.38
6308-007-009	4620 S SANTA FE AVE	1256558	Industrial	64,420	100.00%	64,420.0	0.03683	\$ 2,372.59	\$ 2,372.58
6308-007-010		589920	Vacant	14,336	100.00%	14,336.0	0.03683	\$ 527.99	\$ 528.00
6308-007-012	4824 S SANTA FE AVE	8373179	Industrial	128,246	100.00%	128,246.0	0.03683	\$ 4,723.30	\$ 4,723.30
6308-007-015	4800 S SANTA FE AVE	3191008	Industrial	39,522	100.00%	39,522.0	0.03683	\$ 1,455.60	\$ 1,455.60

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6308-007-016	4800 S SANTA FE AVE	7636065	Industrial	99,733	100.00%	99,733.0	0.03683	\$ 3,673.17	\$ 3,673.16
6308-007-018	4400 PACIFIC BLVD	4783196	Industrial	234,788	17.15%	40,266.1	0.03683	\$ 1,483.00	\$ 1,483.00
6308-007-019	4460 PACIFIC BLVD	19696804	Industrial	282,465	100.00%	282,465.0	0.03683	\$ 10,403.19	\$ 10,403.18
6308-007-020		449797	Vacant	11,745	100.00%	11,745.0	0.03683	\$ 432.57	\$ 432.56
6308-007-021		95556	Vacant	6,332	100.00%	6,332.0	0.03683	\$ 233.21	\$ 233.20
6308-008-010	4565 PACIFIC BLVD	165164	Industrial	43,295	100.00%	43,295.0	0.03683	\$ 1,594.55	\$ 1,594.56
6308-008-011	2529 CHAMBERS ST	1397456	Industrial	63,613	100.00%	63,613.0	0.03683	\$ 2,342.87	\$ 2,342.86
6308-008-015	4509 PACIFIC BLVD	219878	Industrial	12,645	100.00%	12,645.0	0.03683	\$ 465.72	\$ 465.72
6308-008-017	4585 PACIFIC BLVD	724081	Industrial	63,676	100.00%	63,676.0	0.03683	\$ 2,345.19	\$ 2,345.18
6308-008-025	4533 PACIFIC BLVD	4993640	Industrial	78,895	100.00%	78,895.0	0.03683	\$ 2,905.70	\$ 2,905.70
6308-008-026		198542	Commercial	8,763	100.00%	8,763.0	0.03683	\$ 322.74	\$ 322.74
6308-008-030	2555 CHAMBERS ST	6242400	Industrial	48,787	65.00%	31,711.6	0.03683	\$ 1,167.94	\$ 1,167.94
6308-009-024	4875 PACIFIC BLVD	556071	Industrial	20,996	100.00%	20,996.0	0.03683	\$ 773.28	\$ 773.28
6308-009-025	4801 PACIFIC BLVD	2149864	Industrial	21,510	100.00%	21,510.0	0.03683	\$ 792.21	\$ 792.22
6308-009-027	4641 PACIFIC BLVD	4915890	Industrial	43,348	100.00%	43,348.0	0.03683	\$ 1,596.51	\$ 1,596.50
6308-009-031		328974	Vacant	7,692	100.00%	7,692.0	0.03683	\$ 283.30	\$ 283.30
6308-009-033	4623 HAMPTON ST	603124	Industrial	32,971	100.00%	32,971.0	0.03683	\$ 1,214.32	\$ 1,214.32
6308-009-038	4646 HAMPTON ST	7873059	Industrial	168,713	100.00%	168,713.0	0.03683	\$ 6,213.70	\$ 6,213.70
6308-010-018	5065 PACIFIC BLVD	1846200	Industrial	24,862	100.00%	24,862.0	0.03683	\$ 915.67	\$ 915.66
6308-010-019	5015 PACIFIC BLVD	3122661	Industrial	52,231	100.00%	52,231.0	0.03683	\$ 1,923.67	\$ 1,923.66
6308-010-020	5001 PACIFIC BLVD	492229	Industrial	18,731	100.00%	18,731.0	0.03683	\$ 689.86	\$ 689.86
6308-010-021	4927 PACIFIC BLVD	864499	Industrial	26,302	35.00%	9,205.7	0.03683	\$ 339.05	\$ 339.04
6308-010-023	4903 PACIFIC BLVD	1626283	Industrial	22,999	59.63%	13,714.3	0.03683	\$ 505.10	\$ 505.10
6308-010-024	2532 E 49TH ST	1608650	Industrial	42,004	100.00%	42,004.0	0.03683	\$ 1,547.01	\$ 1,547.00
6308-010-026	5000 HAMPTON ST	516664	Industrial	14,402	100.00%	14,402.0	0.03683	\$ 530.43	\$ 530.42
6308-010-031	5121 HAMPTON ST	1033646	Commercial	32,401	100.00%	32,401.0	0.03683	\$ 1,193.33	\$ 1,193.32
6308-010-032	5111 HAMPTON ST	1569525	Industrial	15,765	100.00%	15,765.0	0.03683	\$ 580.62	\$ 580.62
6308-010-034	5005 HAMPTON ST	426369	Industrial	20,138	100.00%	20,138.0	0.03683	\$ 741.68	\$ 741.68
6308-010-035	5001 HAMPTON ST	406072	Industrial	10,225	100.00%	10,225.0	0.03683	\$ 376.59	\$ 376.58
6308-010-036	4929 HAMPTON ST	2030090	Industrial	10,286	100.00%	10,286.0	0.03683	\$ 378.83	\$ 378.84
6308-010-037	2516 E 49TH ST	3441496	Industrial	44,867	24.14%	10,830.9	0.03683	\$ 398.90	\$ 398.90
6308-010-040	5014 HAMPTON ST	2558867	Industrial	17,947	100.00%	17,947.0	0.03683	\$ 660.99	\$ 660.98
6308-010-041		895630	Industrial	31,812	100.00%	31,812.0	0.03683	\$ 1,171.64	\$ 1,171.64
6308-010-042	4930 HAMPTON ST	1277489	Industrial	13,600	100.00%	13,600.0	0.03683	\$ 500.89	\$ 500.88
6308-011-011	2465 FRUITLAND AVE	15976191	Industrial	151,589	21.77%	33,000.9	0.03683	\$ 1,215.42	\$ 1,215.42
6308-011-012	5120 S SANTA FE AVE	8767698	Industrial	79,956	100.00%	79,956.0	0.03683	\$ 2,944.78	\$ 2,944.78
6308-011-013	5050 S SANTA FE AVE	2896762	Industrial	64,649	100.00%	64,649.0	0.03683	\$ 2,381.02	\$ 2,381.02
6308-012-012	2322 E VERNON AVE	907165	Industrial	46,992	100.00%	46,992.0	0.03683	\$ 1,730.72	\$ 1,730.72
6308-012-014	4435 S SANTA FE AVE	297952	Industrial	7,123	100.00%	7,123.0	0.03683	\$ 262.34	\$ 262.34
6308-012-016	4441 S SANTA FE AVE	2225048	Industrial	166,835	49.61%	82,766.8	0.03683	\$ 3,048.30	\$ 3,048.30
6308-012-018	4501 S SANTA FE AVE	1898048	Industrial	77,513	100.00%	77,513.0	0.03683	\$ 2,854.80	\$ 2,854.80
6308-012-019	2326 E VERNON AVE	40860	Industrial	6,718	100.00%	6,718.0	0.03683	\$ 247.42	\$ 247.42
6308-012-022	2300 E VERNON AVE	11211715	Industrial	477,297	100.00%	477,297.0	0.03683	\$ 17,578.85	\$ 17,578.84
6308-013-012		281220	Industrial	6,175	100.00%	6,175.0	0.03683	\$ 227.43	\$ 227.42
6308-013-013	1936 E VERNON AVE	262915	Industrial	44,277	100.00%	44,277.0	0.03683	\$ 1,630.72	\$ 1,630.72
6308-013-017	4423 HAWTHORNE AVE	1983893	Industrial	43,996	22.58%	9,934.3	0.03683	\$ 365.88	\$ 365.88

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6308-013-018	2000 E VERNON AVE	562440	Commercial	13,079	100.00%	13,079.0	0.03683	\$ 481.70	\$ 481.70
6308-013-019	2001 E 45TH ST	451013	Industrial	11,727	100.00%	11,727.0	0.03683	\$ 431.91	\$ 431.90
6308-013-020		228159	Vacant	5,507	100.00%	5,507.0	0.03683	\$ 202.82	\$ 202.82
6308-013-021	2015 E 45TH ST	228159	Vacant	5,605	100.00%	5,605.0	0.03683	\$ 206.43	\$ 206.44
6308-013-022		281220	Industrial	6,914	100.00%	6,914.0	0.03683	\$ 254.64	\$ 254.64
6308-013-023	2042 E VERNON AVE	9619850	Industrial	72,087	27.48%	19,809.5	0.03683	\$ 729.58	\$ 729.58
6308-013-026	2020 E 45TH ST	288241	Industrial	6,676	100.00%	6,676.0	0.03683	\$ 245.88	\$ 245.88
6308-013-033	2039 E 46TH ST	212421	Vacant	6,638	100.00%	6,638.0	0.03683	\$ 244.48	\$ 244.48
6308-013-034	2040 E 45TH ST	467202	Vacant	39,545	100.00%	39,545.0	0.03683	\$ 1,456.44	\$ 1,456.44
6308-013-035	2052 E VERNON AVE	1762180	Industrial	19,772	100.00%	19,772.0	0.03683	\$ 728.20	\$ 728.20
6308-013-039	2032 E 45TH ST	1029021	Industrial	13,253	100.00%	13,253.0	0.03683	\$ 488.11	\$ 488.10
6308-013-043		200581	Industrial	5,859	100.00%	5,859.0	0.03683	\$ 215.79	\$ 215.78
6308-013-044	4510 S ALAMEDA ST	7248710	Industrial	148,180	100.00%	148,180.0	0.03683	\$ 5,457.47	\$ 5,457.46
6308-013-045	1908 E VERNON AVE	773258	Industrial	31,014	100.00%	31,014.0	0.03683	\$ 1,142.25	\$ 1,142.24
6308-013-046	1908 E VERNON AVE	2710680	Commercial	11,578	100.00%	11,578.0	0.03683	\$ 426.42	\$ 426.42
6308-013-047		421910	Industrial	13,339	100.00%	13,339.0	0.03683	\$ 491.28	\$ 491.28
6308-014-020	4510 S ALAMEDA ST	991366	Vacant	74,052	100.00%	74,052.0	0.03683	\$ 2,727.34	\$ 2,727.34
6308-014-022	2040 E 46TH ST	503691	Industrial	47,522	100.00%	47,522.0	0.03683	\$ 1,750.24	\$ 1,750.24
6308-014-025	1951 E 48TH ST	5650139	Industrial	188,179	12.60%	23,710.6	0.03683	\$ 873.26	\$ 873.26
6308-014-026		60048	Vacant	9,513	100.00%	9,513.0	0.03683	\$ 350.36	\$ 350.36
6308-014-028		1502	Industrial	7,532	100.00%	7,532.0	0.03683	\$ 277.40	\$ 277.40
6308-014-029	2345 E 48TH ST	1845678	Industrial	88,418	100.00%	88,418.0	0.03683	\$ 3,256.43	\$ 3,256.44
6308-014-030		825000	Vacant	15,825	100.00%	15,825.0	0.03683	\$ 582.83	\$ 582.84
6308-014-032	1946 E 46TH ST	16997509	Industrial	234,788	84.33%	197,996.7	0.03683	\$ 7,292.22	\$ 7,292.22
6308-014-036		120099	Vacant	7,409	100.00%	7,409.0	0.03683	\$ 272.87	\$ 272.88
6308-015-007	2328 E 49TH ST	499832	Vacant	16,117	100.00%	16,117.0	0.03683	\$ 593.59	\$ 593.58
6308-015-008	4901 S SANTA FE AVE	1530000	Industrial	11,325	95.00%	10,758.8	0.03683	\$ 396.24	\$ 396.24
6308-015-009	5001 S SANTA FE AVE	671034	Industrial	12,900	100.00%	12,900.0	0.03683	\$ 475.11	\$ 475.10
6308-015-012	5051 S SANTA FE AVE	2365009	Industrial	68,161	100.00%	68,161.0	0.03683	\$ 2,510.37	\$ 2,510.36
6308-015-016	2201 E 51ST ST	303080	Industrial	19,763	100.00%	19,763.0	0.03683	\$ 727.87	\$ 727.88
6308-015-017	2131 E 51ST ST	1623040	Industrial	99,317	50.00%	49,658.5	0.03683	\$ 1,828.92	\$ 1,828.92
6308-015-022	2300 E 49TH ST	2247264	Industrial	43,360	100.00%	43,360.0	0.03683	\$ 1,596.95	\$ 1,596.94
6308-015-024	2111 E 51ST ST	2550000	Industrial	19,908	100.00%	19,908.0	0.03683	\$ 733.21	\$ 733.22
6308-015-033	1960 E 48TH ST	741230	Industrial	62,281	100.00%	62,281.0	0.03683	\$ 2,293.81	\$ 2,293.80
6308-015-034	2034 E 48TH ST	3737216	Industrial	118,048	15.51%	18,309.2	0.03683	\$ 674.33	\$ 674.32
6308-015-035	2050 E 48TH ST	1635520	Industrial	58,806	100.00%	58,806.0	0.03683	\$ 2,165.82	\$ 2,165.82
6308-015-040	2101 E 51ST ST	1378197	Industrial	20,473	22.00%	4,504.1	0.03683	\$ 165.88	\$ 165.88
6308-015-043	2392 E 48TH ST	5346592	Industrial	278,784	37.94%	105,770.6	0.03683	\$ 3,895.53	\$ 3,895.54
6308-015-044	4871 S SANTA FE AVE	7099574	Industrial	464,281	59.25%	275,086.5	0.03683	\$ 10,131.44	\$ 10,131.44
6308-015-048	2035 E 51ST ST	2952384	Industrial	42,626	100.00%	42,626.0	0.03683	\$ 1,569.92	\$ 1,569.92
6308-015-055		1145201	Vacant	36,539	100.00%	36,539.0	0.03683	\$ 1,345.73	\$ 1,345.74
6308-015-058	1911 E 51ST ST	829536	Industrial	47,438	100.00%	47,438.0	0.03683	\$ 1,747.14	\$ 1,747.14
6308-015-059	1919 E 51ST ST	739580	Industrial	42,004	100.00%	42,004.0	0.03683	\$ 1,547.01	\$ 1,547.00
6308-015-063	4800 S ALAMEDA ST	6687826	Industrial	128,938	93.50%	120,557.0	0.03683	\$ 4,440.12	\$ 4,440.12
6308-015-067	2145 E 49TH ST	3328703	Industrial	80,235	100.00%	80,235.0	0.03683	\$ 2,955.06	\$ 2,955.06
6308-015-072	4890 S ALAMEDA ST	8096952	Industrial	189,050	72.00%	136,116.0	0.03683	\$ 5,013.15	\$ 5,013.16

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6308-015-073	2011 E 49TH ST	6241974	Industrial	52,708	15.00%	7,906.2	0.03683	\$ 291.19	\$ 291.18
6308-015-074	2021 E 49TH ST	8874000	Industrial	52,529	100.00%	52,529.0	0.03683	\$ 1,934.64	\$ 1,934.64
6308-015-077	2000 E 49TH ST	33722000	Industrial	344,995	24.34%	83,971.8	0.03683	\$ 3,092.68	\$ 3,092.68
6308-016-005	1930 E 51ST ST	3867530	Industrial	71,874	53.81%	38,675.4	0.03683	\$ 1,424.41	\$ 1,424.42
6308-016-007	2124 E 51ST ST	1893851	Industrial	48,223	100.00%	48,223.0	0.03683	\$ 1,776.05	\$ 1,776.06
6308-016-010	2322 E 51ST ST	13798825	Industrial	166,399	49.61%	82,550.5	0.03683	\$ 3,040.34	\$ 3,040.34
6308-016-012	2305 E 52ND ST	1709084	Industrial	22,517	35.98%	8,101.6	0.03683	\$ 298.38	\$ 298.38
6308-016-013	2315 E 52ND ST	2381667	Industrial	40,751	100.00%	40,751.0	0.03683	\$ 1,500.86	\$ 1,500.86
6308-016-014		353096	Industrial	7,268	100.00%	7,268.0	0.03683	\$ 267.68	\$ 267.68
6308-016-020	2046 E 52ND ST	779246	Vacant	62,299	100.00%	62,299.0	0.03683	\$ 2,294.47	\$ 2,294.48
6308-016-021	2050 E 52ND ST	933550	Industrial	65,485	100.00%	65,485.0	0.03683	\$ 2,411.81	\$ 2,411.82
6308-016-022	2200 E 52ND ST	2231298	Industrial	123,680	63.00%	77,918.4	0.03683	\$ 2,869.73	\$ 2,869.74
6308-016-025	2340 E 52ND ST	5951700	Industrial	66,573	100.00%	66,573.0	0.03683	\$ 2,451.88	\$ 2,451.88
6308-016-027	2031 E 55TH ST	8523941	Industrial	417,305	16.92%	70,608.0	0.03683	\$ 2,600.49	\$ 2,600.50
6308-016-033	2050 E 51ST ST	2861730	Industrial	55,757	100.00%	55,757.0	0.03683	\$ 2,053.53	\$ 2,053.54
6308-016-037		255387	Vacant	19,295	100.00%	19,295.0	0.03683	\$ 710.63	\$ 710.64
6308-016-038	5200 S ALAMEDA ST	18073367	Industrial	202,155	100.00%	202,155.0	0.03683	\$ 7,445.37	\$ 7,445.36
6308-016-039	2131 E 52ND ST	11579871	Industrial	263,102	29.48%	77,562.5	0.03683	\$ 2,856.63	\$ 2,856.62
6308-016-041	5201 S SANTA FE AVE	8791337	Industrial	85,378	46.42%	39,632.5	0.03683	\$ 1,459.66	\$ 1,459.66
6308-016-042	2021 E 52ND ST	4115232	Industrial	76,136	100.00%	76,136.0	0.03683	\$ 2,804.09	\$ 2,804.08
6308-016-046	2200 E 52ND ST	3768457	Industrial	79,303	100.00%	79,303.0	0.03683	\$ 2,920.73	\$ 2,920.72
6308-016-049	2300 E 52ND ST	4389578	Industrial	72,178	100.00%	72,178.0	0.03683	\$ 2,658.32	\$ 2,658.32
6308-016-052		689507	Industrial	21,034	100.00%	21,034.0	0.03683	\$ 774.68	\$ 774.68
6308-016-053	2325 E 55TH ST	4925065	Industrial	63,079	100.00%	63,079.0	0.03683	\$ 2,323.20	\$ 2,323.20
6308-016-054	5401 S SANTA FE AVE	4127311	Industrial	54,450	78.00%	42,471.0	0.03683	\$ 1,564.21	\$ 1,564.20
6308-016-055	1916 E 51ST ST	451458	Industrial	52,835	100.00%	52,835.0	0.03683	\$ 1,945.91	\$ 1,945.92
6308-016-057		516962	Vacant	17,356	100.00%	17,356.0	0.03683	\$ 639.22	\$ 639.22
6308-017-011	5669 S SANTA FE AVE	162392	Commercial	11,353	100.00%	11,353.0	0.03683	\$ 418.13	\$ 418.14
6308-017-012	2365 E 57TH ST	362993	Industrial	8,510	100.00%	8,510.0	0.03683	\$ 313.42	\$ 313.42
6308-017-013	5607 S SANTA FE AVE	654585	Industrial	86,310	100.00%	86,310.0	0.03683	\$ 3,178.80	\$ 3,178.80
6308-017-039	5580 S ALAMEDA ST	15697492	Industrial	139,111	100.00%	139,111.0	0.03683	\$ 5,123.46	\$ 5,123.46
6308-017-040	5600 S ALAMEDA ST	10667394	Industrial	96,602	100.00%	96,602.0	0.03683	\$ 3,557.85	\$ 3,557.86
6308-017-041	2050 E 55TH ST	26463400	Industrial	220,245	100.00%	220,245.0	0.03683	\$ 8,111.62	\$ 8,111.62
6308-017-042	2100 E 55TH ST	15072309	Industrial	118,736	100.00%	118,736.0	0.03683	\$ 4,373.05	\$ 4,373.04
6308-017-043	5525 S SANTA FE AVE	19245877	Industrial	201,830	100.00%	201,830.0	0.03683	\$ 7,433.40	\$ 7,433.40
6308-017-048	2200 55TH ST	49725000	Industrial	471,319	100.00%	471,319.0	0.03683	\$ 17,358.68	\$ 17,358.68
6308-018-014	5820 S ALAMEDA ST	2816694	Industrial	55,279	100.00%	55,279.0	0.03683	\$ 2,035.93	\$ 2,035.92
6308-018-017	1988 E 57TH ST	1553054	Industrial	27,690	100.00%	27,690.0	0.03683	\$ 1,019.82	\$ 1,019.82
6308-018-018	5741 S 1ST ST	380325	Industrial	15,432	100.00%	15,432.0	0.03683	\$ 568.36	\$ 568.36
6308-018-020		66389	Vacant	4,760	100.00%	4,760.0	0.03683	\$ 175.31	\$ 175.32
6308-018-021	2087 E SLAUSON AVE	380406	Vacant	27,471	100.00%	27,471.0	0.03683	\$ 1,011.76	\$ 1,011.76
6308-018-023	5801 S 2ND ST	4993691	Industrial	304,031	100.00%	304,031.0	0.03683	\$ 11,197.46	\$ 11,197.46
6308-019-011	5819 S SANTA FE AVE	380901	Commercial	5,923	100.00%	5,923.0	0.03683	\$ 218.14	\$ 218.14
6308-019-012	5831 S SANTA FE AVE	533008	Commercial	11,777	100.00%	11,777.0	0.03683	\$ 433.75	\$ 433.74
6308-019-013		273005	Vacant	13,675	100.00%	13,675.0	0.03683	\$ 503.65	\$ 503.66
6308-019-014	2357 E SLAUSON AVE	243092	Industrial	2,891	100.00%	2,891.0	0.03683	\$ 106.48	\$ 106.48

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6308-019-016	2330 E 57TH ST	198558	Vacant	11,330	100.00%	11,330.0	0.03683	\$ 417.28	\$ 417.28
6308-019-017	2330 E 57TH ST	13924156	Industrial	391,604	32.77%	128,328.6	0.03683	\$ 4,726.34	\$ 4,726.34
6308-019-018	2204 E 57TH ST	619035	Industrial	15,876	100.00%	15,876.0	0.03683	\$ 584.71	\$ 584.72
6308-019-019	5740 S ANDERSON ST	572312	Industrial	14,685	100.00%	14,685.0	0.03683	\$ 540.85	\$ 540.84
6308-019-020	5770 S ANDERSON ST	1232980	Industrial	14,960	100.00%	14,960.0	0.03683	\$ 550.98	\$ 550.98
6308-019-022	2202 E ANDERSON ST	2226456	Industrial	16,755	100.00%	16,755.0	0.03683	\$ 617.09	\$ 617.08
6308-019-023	2202 E ANDERSON ST	2247264	Industrial	9,399	100.00%	9,399.0	0.03683	\$ 346.17	\$ 346.16
6308-019-025	2198 E ANDERSON ST	295944	Industrial	5,670	100.00%	5,670.0	0.03683	\$ 208.83	\$ 208.82
6308-019-028	5810 2ND ST	337274	Industrial	9,746	100.00%	9,746.0	0.03683	\$ 358.95	\$ 358.94
6308-019-029	5810 E 2ND ST	207974	Industrial	6,242	100.00%	6,242.0	0.03683	\$ 229.89	\$ 229.90
6308-019-030	2111 E ANDERSON ST	521211	Industrial	14,316	61.14%	8,752.8	0.03683	\$ 322.37	\$ 322.36
6308-019-034	2190 E 57TH ST	540193	Industrial	13,682	4.98%	681.4	0.03683	\$ 25.09	\$ 25.10
6308-019-035	5721 S ANDERSON ST	540193	Industrial	13,700	100.00%	13,700.0	0.03683	\$ 504.57	\$ 504.58
6308-019-036	5761 S ANDERSON ST	1885000	Industrial	13,699	100.00%	13,699.0	0.03683	\$ 504.53	\$ 504.54
6308-019-037	2191 E ANDERSON ST	531430	Industrial	13,409	100.00%	13,409.0	0.03683	\$ 493.85	\$ 493.86
6309-001-002	2455 E 52ND ST	54863	Industrial	3,281	100.00%	3,281.0	0.03683	\$ 120.84	\$ 120.84
6309-002-006	5218 S SANTA FE AVE	1700000	Commercial	13,517	100.00%	13,517.0	0.03683	\$ 497.83	\$ 497.84
6309-002-007	5212 S SANTA FE AVE	265901	Commercial	6,688	100.00%	6,688.0	0.03683	\$ 246.32	\$ 246.32
6309-002-008	5208 S SANTA FE AVE	357008	Commercial	6,554	100.00%	6,554.0	0.03683	\$ 241.38	\$ 241.38
6309-002-009	5200 S SANTA FE AVE	130431	Commercial	10,280	100.00%	10,280.0	0.03683	\$ 378.61	\$ 378.62
6309-003-006	5320 S SANTA FE AVE	708165	Industrial	6,747	100.00%	6,747.0	0.03683	\$ 248.49	\$ 248.50
6309-003-007	5316 S SANTA FE AVE	708165	Industrial	6,747	100.00%	6,747.0	0.03683	\$ 248.49	\$ 248.50
6309-003-020	5300 S SANTA FE AVE	1398642	Commercial	6,747	100.00%	6,747.0	0.03683	\$ 248.49	\$ 248.50
6309-004-009	5412 S SANTA FE AVE	520047	Industrial	20,135	100.00%	20,135.0	0.03683	\$ 741.57	\$ 741.58
6309-004-010	5408 S SANTA FE AVE	297161	Industrial	6,842	100.00%	6,842.0	0.03683	\$ 251.99	\$ 252.00
6309-005-008	5592 S SANTA FE AVE	189429	Vacant	6,574	100.00%	6,574.0	0.03683	\$ 242.12	\$ 242.12
6309-005-010	5508 S SANTA FE AVE	514809	Industrial	6,679	100.00%	6,679.0	0.03683	\$ 245.99	\$ 245.98
6309-006-008	5670 S SANTA FE AVE	325193	Industrial	6,546	100.00%	6,546.0	0.03683	\$ 241.09	\$ 241.08
6309-006-009	5666 S SANTA FE AVE	62264	Industrial	6,725	100.00%	6,725.0	0.03683	\$ 247.68	\$ 247.68
6309-006-010		41475	Industrial	6,496	100.00%	6,496.0	0.03683	\$ 239.25	\$ 239.24
6309-006-011	5616 S SANTA FE AVE	52914	Industrial	6,849	100.00%	6,849.0	0.03683	\$ 252.25	\$ 252.24
6309-006-012	5600 S SANTA FE AVE	511122	Commercial	9,975	100.00%	9,975.0	0.03683	\$ 367.38	\$ 367.38
6309-007-010	5710 S SANTA FE AVE	84232	Industrial	6,642	100.00%	6,642.0	0.03683	\$ 244.62	\$ 244.62
6309-007-011	5700 S SANTA FE AVE	212194	Industrial	9,862	100.00%	9,862.0	0.03683	\$ 363.22	\$ 363.22
6309-009-004	5139 PACIFIC BLVD	1059440	Industrial	35,236	22.44%	7,907.0	0.03683	\$ 291.21	\$ 291.22
6309-009-005	2501 E 52ND ST	1427506	Industrial	15,825	100.00%	15,825.0	0.03683	\$ 582.83	\$ 582.84
6309-009-006	5182 MALABAR ST	674755	Industrial	7,499	100.00%	7,499.0	0.03683	\$ 276.19	\$ 276.18
6309-018-003	5140 PACIFIC BLVD	525593	Commercial	9,901	18.18%	1,800.0	0.03683	\$ 66.29	\$ 66.30
6309-018-004	2618 FRUITLAND AVE	1469820	Industrial	15,866	100.00%	15,866.0	0.03683	\$ 584.34	\$ 584.34
6309-018-007	2626 FRUITLAND AVE	90985	Industrial	1,170	100.00%	1,170.0	0.03683	\$ 43.09	\$ 43.10
6309-026-012	2700 FRUITLAND AVE	14919858	Industrial	412,716	100.00%	412,716.0	0.03683	\$ 15,200.33	\$ 15,200.34
6309-026-028	2726 FRUITLAND AVE	4259771	Industrial	106,286	84.02%	89,301.5	0.03683	\$ 3,288.97	\$ 3,288.98
6309-026-033	5325 S SOTO ST	8117557	Industrial	348,916	53.56%	186,879.4	0.03683	\$ 6,882.77	\$ 6,882.76
6309-026-034	5201 S SOTO ST	2101022	Industrial	88,862	23.22%	20,633.8	0.03683	\$ 759.94	\$ 759.94
6309-026-035	2726 FRUITLAND AVE	3425061	Industrial	57,064	86.88%	49,577.2	0.03683	\$ 1,825.93	\$ 1,825.92
6309-026-036	2700 FRUITLAND AVE	891477	Vacant	86,975	100.00%	86,975.0	0.03683	\$ 3,203.29	\$ 3,203.28

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6310-002-009	3388 FRUITLAND AVE	5518281	Industrial	63,508	100.00%	63,508.0	0.03683	\$ 2,339.00	\$ 2,339.00
6310-002-012	3366 FRUITLAND AVE	3887203	Industrial	38,612	100.00%	38,612.0	0.03683	\$ 1,422.08	\$ 1,422.08
6310-002-013	3360 FRUITLAND AVE	2059272	Industrial	44,922	100.00%	44,922.0	0.03683	\$ 1,654.48	\$ 1,654.48
6310-002-014	5201 S DOWNEY RD	6802342	Industrial	58,545	47.09%	27,568.8	0.03683	\$ 1,015.36	\$ 1,015.36
6310-002-015	3336 FRUITLAND AVE	7428175	Industrial	127,857	100.00%	127,857.0	0.03683	\$ 4,708.97	\$ 4,708.98
6310-002-017	3314 FRUITLAND AVE	660383	Industrial	15,640	100.00%	15,640.0	0.03683	\$ 576.02	\$ 576.02
6310-002-018	3310 FRUITLAND AVE	450387	Industrial	17,834	100.00%	17,834.0	0.03683	\$ 656.83	\$ 656.82
6310-002-019	5148 ALCOA AVE	304010	Industrial	10,282	100.00%	10,282.0	0.03683	\$ 378.69	\$ 378.68
6310-002-022	5232 ALCOA AVE	1447528	Industrial	42,766	100.00%	42,766.0	0.03683	\$ 1,575.07	\$ 1,575.08
6310-002-025	5410 ALCOA AVE	962667	Industrial	49,625	100.00%	49,625.0	0.03683	\$ 1,827.69	\$ 1,827.68
6310-002-028	5333 S DOWNEY RD	779084	Industrial	97,007	100.00%	97,007.0	0.03683	\$ 3,572.77	\$ 3,572.76
6310-002-029	5353 S DOWNEY RD	12062539	Industrial	330,272	85.00%	280,731.2	0.03683	\$ 10,339.33	\$ 10,339.34
6310-002-033		508670	Industrial	17,156	100.00%	17,156.0	0.03683	\$ 631.86	\$ 631.86
6310-002-035	5208 ALCOA AVE	487330	Commercial	32,840	100.00%	32,840.0	0.03683	\$ 1,209.50	\$ 1,209.50
6310-002-036	5166 ALCOA AVE	2484234	Industrial	76,189	100.00%	76,189.0	0.03683	\$ 2,806.04	\$ 2,806.04
6310-002-038	5304 ALCOA AVE	5788802	Industrial	145,492	100.00%	145,492.0	0.03683	\$ 5,358.47	\$ 5,358.48
6310-002-270		2614362	Vacant	175,050	100.00%	175,050.0	0.03683	\$ 6,447.09	\$ 6,447.10
6310-004-001		195002	Vacant	7,410	100.00%	7,410.0	0.03683	\$ 272.91	\$ 272.92
6310-004-008	3365 E SLAUSON AVE	5905674	Industrial	182,516	50.00%	91,258.0	0.03683	\$ 3,361.03	\$ 3,361.04
6310-004-009	3345 E SLAUSON AVE	6663529	Industrial	57,230	100.00%	57,230.0	0.03683	\$ 2,107.78	\$ 2,107.78
6310-004-010	3355 E SLAUSON AVE	6324000	Industrial	56,192	5.25%	2,950.1	0.03683	\$ 108.65	\$ 108.66
6310-005-003	5700 ALCOA AVE	1059815	Industrial	43,995	100.00%	43,995.0	0.03683	\$ 1,620.34	\$ 1,620.34
6310-005-270		513632	Vacant	95,618	100.00%	95,618.0	0.03683	\$ 3,521.61	\$ 3,521.62
6310-006-014	5705 ALCOA AVE	13770000	Industrial	245,670	100.00%	245,670.0	0.03683	\$ 9,048.03	\$ 9,048.02
6310-007-003	5800 S BOYLE AVE	5912387	Industrial	219,106	100.00%	219,106.0	0.03683	\$ 8,069.67	\$ 8,069.68
6310-007-006	3165 E SLAUSON AVE	5639993	Industrial	96,703	46.92%	45,373.0	0.03683	\$ 1,671.09	\$ 1,671.08
6310-007-010	5820 S BOYLE AVE	612529	Commercial	22,162	100.00%	22,162.0	0.03683	\$ 816.23	\$ 816.22
6310-007-011		106572	Vacant	9,957	100.00%	9,957.0	0.03683	\$ 366.72	\$ 366.72
6310-008-002	5500 S BOYLE AVE	595337	Industrial	12,892	100.00%	12,892.0	0.03683	\$ 474.81	\$ 474.82
6310-008-005	5151 ALCOA AVE	6081153	Industrial	128,642	100.00%	128,642.0	0.03683	\$ 4,737.88	\$ 4,737.88
6310-008-008	5563 ALCOA AVE	27060802	Industrial	196,485	100.00%	196,485.0	0.03683	\$ 7,236.54	\$ 7,236.54
6310-008-010		1657606	Vacant	62,079	100.00%	62,079.0	0.03683	\$ 2,286.37	\$ 2,286.36
6310-008-011		4510609	Industrial	87,877	100.00%	87,877.0	0.03683	\$ 3,236.51	\$ 3,236.50
6310-008-016	5383 ALCOA AVE	15804572	Industrial	257,695	74.03%	190,771.6	0.03683	\$ 7,026.12	\$ 7,026.12
6310-008-019	5370 BOYLE AVE	34569254	Industrial	402,320	100.00%	402,320.0	0.03683	\$ 14,817.45	\$ 14,817.44
6310-008-022	5300 BOYLE AVE	76000000	Industrial	633,101	100.00%	633,101.0	0.03683	\$ 23,317.11	\$ 23,317.10
6310-009-012	5300 S SOTO ST	115176	Commercial	19,787	100.00%	19,787.0	0.03683	\$ 728.76	\$ 728.76
6310-009-014	2900 FRUITLAND AVE	12722170	Industrial	369,780	100.00%	369,780.0	0.03683	\$ 13,619.00	\$ 13,619.00
6310-009-015	2900 FRUITLAND AVE	8280571	Industrial	359,345	100.00%	359,345.0	0.03683	\$ 13,234.68	\$ 13,234.68
6310-009-018	5215 S BOYLE AVE	383590	Vacant	16,853	100.00%	16,853.0	0.03683	\$ 620.70	\$ 620.70
6310-009-026	5375 S BOYLE AVE	4454134	Industrial	191,664	100.00%	191,664.0	0.03683	\$ 7,058.99	\$ 7,058.98
6310-010-007	5400 S SOTO ST	3442520	Industrial	270,046	77.56%	209,447.7	0.03683	\$ 7,713.96	\$ 7,713.96
6310-010-012	2958 E 54TH ST	2656429	Industrial	219,106	100.00%	219,106.0	0.03683	\$ 8,069.67	\$ 8,069.68
6310-010-013	5401 S BOYLE AVE	83593	Industrial	16,219	100.00%	16,219.0	0.03683	\$ 597.35	\$ 597.34
6310-011-001	5503 S BOYLE AVE	383531	Industrial	56,725	100.00%	56,725.0	0.03683	\$ 2,089.18	\$ 2,089.18
6310-011-002	5511 S BOYLE AVE	1821457	Industrial	46,066	100.00%	46,066.0	0.03683	\$ 1,696.61	\$ 1,696.62

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6310-011-003	5601 S BOYLE AVE	2374171	Industrial	78,968	100.00%	78,968.0	0.03683	\$ 2,908.39	\$ 2,908.40
6310-011-007	5701 S BOYLE AVE	10973955	Industrial	149,105	100.00%	149,105.0	0.03683	\$ 5,491.54	\$ 5,491.54
6310-013-004	5820 BICKETT ST	627454	Industrial	32,234	100.00%	32,234.0	0.03683	\$ 1,187.18	\$ 1,187.18
6310-014-022	5600 BICKETT ST	5534848	Industrial	72,255	100.00%	72,255.0	0.03683	\$ 2,661.15	\$ 2,661.16
6310-014-024	5602 BICKETT ST	11194704	Industrial	114,127	100.00%	114,127.0	0.03683	\$ 4,203.30	\$ 4,203.30
6310-014-026	5706 BICKETT ST	1536208	Vacant	89,751	100.00%	89,751.0	0.03683	\$ 3,305.53	\$ 3,305.52
6310-015-021	5500 S SOTO ST	6752464	Industrial	111,078	32.59%	36,200.3	0.03683	\$ 1,333.26	\$ 1,333.26
6310-015-022	5604 S SOTO ST	1979489	Industrial	82,764	22.01%	18,216.4	0.03683	\$ 670.91	\$ 670.90
6310-015-033		2365304	Commercial	78,131	100.00%	78,131.0	0.03683	\$ 2,877.56	\$ 2,877.56
6310-015-036	5601 BICKETT ST	7820401	Industrial	78,508	100.00%	78,508.0	0.03683	\$ 2,891.45	\$ 2,891.44
6310-027-022	6250 S BOYLE AVE	21160295	Industrial	383,328	43.21%	165,636.0	0.03683	\$ 6,100.37	\$ 6,100.38
6310-027-023	3200 E SLAUSON AVE	22978899	Industrial	270,204	100.00%	270,204.0	0.03683	\$ 9,951.61	\$ 9,951.62
6310-027-026	5991 ALCOA AVE	5686500	Industrial	91,916	100.00%	91,916.0	0.03683	\$ 3,385.27	\$ 3,385.26
6310-027-027	6023 ALCOA AVE	17868852	Industrial	513,194	100.00%	513,194.0	0.03683	\$ 18,900.94	\$ 18,900.94
6310-027-028	5920 ALCOA AVE	15101406	Industrial	123,751	100.00%	123,751.0	0.03683	\$ 4,557.75	\$ 4,557.74
6310-027-030	6062 ALCOA AVE	8437589	Industrial	154,308	100.00%	154,308.0	0.03683	\$ 5,683.16	\$ 5,683.16
6310-027-031	3300 E SLAUSON AVE	6024515	Industrial	202,991	100.00%	202,991.0	0.03683	\$ 7,476.16	\$ 7,476.16
6310-027-034		484327	Vacant	18,642	100.00%	18,642.0	0.03683	\$ 686.58	\$ 686.58
6310-027-036	6180 ALCOA AVE	8118239	Industrial	97,588	100.00%	97,588.0	0.03683	\$ 3,594.17	\$ 3,594.16
6310-027-037	3100 E SLAUSON AVE	35226328	Industrial	808,642	10.57%	85,473.5	0.03683	\$ 3,147.99	\$ 3,147.98
6310-027-038		452574	Industrial	10,541	100.00%	10,541.0	0.03683	\$ 388.23	\$ 388.22
6310-027-039	5970 ALCOA AVE	4655837	Industrial	98,159	100.00%	98,159.0	0.03683	\$ 3,615.20	\$ 3,615.20
6310-027-041	6133 MALBURG WAY	10606773	Industrial	136,238	100.00%	136,238.0	0.03683	\$ 5,017.65	\$ 5,017.64
6310-027-043	6065 MALBURG WAY	7794571	Industrial	77,972	46.94%	36,600.1	0.03683	\$ 1,347.98	\$ 1,347.98
6310-027-044	6033 MALBURG WAY	7821102	Industrial	79,715	43.80%	34,915.2	0.03683	\$ 1,285.93	\$ 1,285.92
6310-027-045	6001 MALBURG WAY	7783960	Industrial	80,150	19.23%	15,412.8	0.03683	\$ 567.66	\$ 567.66
6310-027-047	3338 E SLAUSON AVE	8558641	Industrial	92,635	100.00%	92,635.0	0.03683	\$ 3,411.75	\$ 3,411.74
6310-027-048	3390 E SLAUSON AVE	8781495	Industrial	118,048	17.00%	20,068.2	0.03683	\$ 739.11	\$ 739.12
6310-027-051	6116 MALBURG WAY	7927223	Industrial	83,112	36.88%	30,651.7	0.03683	\$ 1,128.90	\$ 1,128.90
6310-027-052	6160 MALBURG WAY	7821102	Industrial	83,142	48.13%	40,016.2	0.03683	\$ 1,473.80	\$ 1,473.80
6310-027-053	6200 MALBURG WAY	7497434	Industrial	94,548	100.00%	94,548.0	0.03683	\$ 3,482.20	\$ 3,482.20
6310-027-055	3278 E SLAUSON AVE	1640058	Commercial	23,138	100.00%	23,138.0	0.03683	\$ 852.17	\$ 852.18
6310-027-056	5925 ALCOA AVE	5739483	Industrial	140,264	100.00%	140,264.0	0.03683	\$ 5,165.92	\$ 5,165.92
6310-027-274		854910	Vacant	190,968	100.00%	190,968.0	0.03683	\$ 7,033.35	\$ 7,033.36
6313-001-007		182350	Vacant	9,937	100.00%	9,937.0	0.03683	\$ 365.98	\$ 365.98
6313-022-022	4441 E 52ND ST	1249500	Commercial	26,778	100.00%	26,778.0	0.03683	\$ 986.23	\$ 986.24
6313-022-030	5088 FRUITLAND AVE	3797460	Industrial	22,630	100.00%	22,630.0	0.03683	\$ 833.46	\$ 833.46
6314-001-021	5431 DISTRICT BLVD	1650576	Industrial	90,150	100.00%	90,150.0	0.03683	\$ 3,320.22	\$ 3,320.22
6314-001-024	5335 DISTRICT BLVD	278990	Industrial	18,003	100.00%	18,003.0	0.03683	\$ 663.05	\$ 663.06
6314-003-001	5122 S ATLANTIC BLVD	637268	Commercial	14,481	100.00%	14,481.0	0.03683	\$ 533.34	\$ 533.34
6314-003-010	5119 DISTRICT BLVD	18279328	Industrial	221,285	50.00%	110,642.5	0.03683	\$ 4,074.96	\$ 4,074.96
6314-019-004	5519 DISTRICT BLVD	23	Irrigated	13,069	100.00%	13,069.0	0.03683	\$ 481.33	\$ 481.34
6314-019-013	5611 DISTRICT BLVD	2353043	Vacant	105,415	100.00%	105,415.0	0.03683	\$ 3,882.43	\$ 3,882.44
6314-019-017	5511 DISTRICT BLVD	1171493	Industrial	36,550	100.00%	36,550.0	0.03683	\$ 1,346.14	\$ 1,346.14
6314-019-018	5527 DISTRICT AVE	822011	Industrial	17,070	100.00%	17,070.0	0.03683	\$ 628.69	\$ 628.68
6314-020-013	5637 DISTRICT BLVD	234857	Industrial	18,479	100.00%	18,479.0	0.03683	\$ 680.58	\$ 680.58

PUBLIC SAFETY SPECIAL PARCEL TAX (PSSPT) FY 2022-2023 ASSESSMENT LISTING

DRAFT

Parcel	Addr	Net AV	UseCategory	Lot Sq.Ft	PSSPT Percent	Lot Sq.Ft Subject to PSSPT Asmt	PSSPT Rate	PSSPT Amount	Even Cents
6314-020-030	5641 DISTRICT BLVD	8340138	Vacant	67,954	100.00%	67,954.0	0.03683	\$ 2,502.75	\$ 2,502.74
6314-020-038	5717 DISTRICT BLVD	664677	Industrial	31,363	100.00%	31,363.0	0.03683	\$ 1,155.10	\$ 1,155.10
6314-020-039	5719 DISTRICT BLVD	501547	Industrial	13,504	100.00%	13,504.0	0.03683	\$ 497.35	\$ 497.36
6314-020-040	5801 DISTRICT BLVD	321327	Industrial	20,080	100.00%	20,080.0	0.03683	\$ 739.55	\$ 739.54
6314-020-041		367538	Industrial	10,270	100.00%	10,270.0	0.03683	\$ 378.24	\$ 378.24
6314-020-042		241204	Commercial	10,060	100.00%	10,060.0	0.03683	\$ 370.51	\$ 370.50
6314-020-043	5837 DISTRICT BLVD	2107521	Industrial	33,430	100.00%	33,430.0	0.03683	\$ 1,231.23	\$ 1,231.22
6314-021-006	5005 E SLAUSON AVE	136690	Industrial	6,724	100.00%	6,724.0	0.03683	\$ 247.64	\$ 247.64
6314-021-015	4979 E 52ND PL	1337121	Industrial	26,136	100.00%	26,136.0	0.03683	\$ 962.59	\$ 962.58
6314-021-016	4945 E 52ND PL	3682391	Industrial	54,014	100.00%	54,014.0	0.03683	\$ 1,989.34	\$ 1,989.34
6314-021-017	4925 E 52ND PL	7091840	Industrial	101,611	100.00%	101,611.0	0.03683	\$ 3,742.33	\$ 3,742.34
6314-021-018	5025 E SLAUSON AVE	135769	Industrial	20,330	100.00%	20,330.0	0.03683	\$ 748.75	\$ 748.76
6314-022-011	4905 E 52ND PL	3183624	Industrial	36,612	100.00%	36,612.0	0.03683	\$ 1,348.42	\$ 1,348.42
6314-022-015	4885 E 52ND PL	8319870	Industrial	127,297	100.00%	127,297.0	0.03683	\$ 4,688.35	\$ 4,688.34
6314-022-016	4855 E 52ND PL	4815196	Industrial	287,496	100.00%	287,496.0	0.03683	\$ 10,588.48	\$ 10,588.48
6314-033-004		7924545	Industrial	253,084	100.00%	253,084.0	0.03683	\$ 9,321.08	\$ 9,321.08
6314-033-006		1377597	Industrial	43,996	100.00%	43,996.0	0.03683	\$ 1,620.37	\$ 1,620.38
6314-033-271		560943	Vacant	192,301	100.00%	192,301.0	0.03683	\$ 7,082.45	\$ 7,082.44
6332-001-003	4720 E 26TH ST	2222416	Industrial	53,004	69.55%	36,864.3	0.03683	\$ 1,357.71	\$ 1,357.72
6332-001-004	4730 E 26TH ST	1798655	Industrial	69,112	75.27%	52,020.6	0.03683	\$ 1,915.92	\$ 1,915.92
6332-001-005	4901 BANDINI BLVD	50690918	Industrial	312,905	100.00%	312,905.0	0.03683	\$ 11,524.29	\$ 11,524.30
6332-001-006		1216	Vacant	19,671	100.00%	19,671.0	0.03683	\$ 724.48	\$ 724.48
6332-001-007		1216	Vacant	26,144	100.00%	26,144.0	0.03683	\$ 962.88	\$ 962.88
6332-002-077		5739075	Vacant	160,736	100.00%	160,736.0	0.03683	\$ 5,919.91	\$ 5,919.90
Total								944 \$	2,272,854.26



FINANCE DEPARTMENT
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

DA Account #: 276.41

AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS (Public Safety Special Parcel Tax)

This agreement is made and entered into between the *Los Angeles County Auditor-Controller* and **City of Vernon** to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to **City of Vernon**.

I. PROPERTY TAX SERVICES

Los Angeles County will place direct assessments on the Secured Tax Roll and distribute collections to **City of Vernon** at the same time and in the same manner as Los Angeles County property taxes are collected and distributed. **City of Vernon** will adhere to the policies and procedures established by the Los Angeles County Auditor-Controller as outlined in the Direct Assessment Submission Procedure Manual.

Fee for Billing Services

For billing of direct assessments, the Los Angeles County Auditor-Controller shall collect the following charge:

DA Original Submission - \$0.25 per assessment per parcel

For correction of direct assessments requested by **City of Vernon** after extension of the tax roll, the Los Angeles County Auditor-Controller will collect \$13.00 per correction.

The Los Angeles County Auditor-Controller will charge an additional fee for extended services provided to **City of Vernon** that are outlined in the Auditor-Controller Direct Assessment Submission Procedure Manual.

II. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing charges are collected once a year, on the December 20th advance distribution. Any additional charges are deducted on the next available distribution of monies.

Exclusively Industrial

III. ACCOUNTING SERVICES

The Los Angeles County Auditor-Controller has available a report of direct assessments levied for the tax year by parcel and will be provided to **City of Vernon**. Accounting Services beyond this will be considered extended services and will be subject to additional charges and fees.

IV. MODIFICATION OF COLLECTION FEES AND CHARGES

The Los Angeles County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to **City of Vernon**.

V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for such levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. **City of Vernon** warrants that the taxes, fees, or assessments imposed by **City of Vernon** and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).

City of Vernon hereby releases and forever discharges Los Angeles County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of **City of Vernon** responsibility under this agreement or other action taken by **City of Vernon** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

City of Vernon agrees to and shall defend, indemnify and hold harmless Los Angeles County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments, in any manner arising out of any of **City of Vernon** responsibility under this agreement, or other action taken by **City of Vernon** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in this agreement.

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, **City of Vernon** agrees that Los Angeles County may offset the amount of any judgment paid by Los Angeles County or by any indemnified party from any monies collected by Los Angeles County on **City of Vernon** behalf, including property taxes, special taxes, fees, or assessments. Los Angeles County may, but is not required to, notify **City of Vernon** of its intent to implement any offset authorized by this paragraph.

VI. TERMS OF AGREEMENT

All existing agreements between Los Angeles County Auditor-Controller and **City of Vernon** pertaining to the collection of direct assessments shall be terminated upon the execution of this agreement. This agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice to the other party of cancellation.

AUTHORIZED SIGNEE:

- ☐ Director of Finance ☐ Manager ☐ Authorized Consulting Agent
☐ Other (please specify Title): _____

Authorized Signature: _____ Date: _____

Authorized Name: _____
PRINT NAME

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____
SECTION MANAGER

Approved Name: _____
PRINT NAME

WAREHOUSE SPECIAL PARCEL TAX

	CPI - MARCH A	BASE B	INCREASE FROM INCEPTION (A/B)-1	%	CPI % Increase from Previous Year	Maximum Tax Rate \$.20*(CPI/Base CPI)	Proposed Tax Rate	Increase from Previous Year	%
2022	306.679	165	0.858661	85.87%	8.502094%	\$ 0.371732	\$ 0.357164	0.042500	4.250000%
2021	282.648	165	0.713018	71.30%	2.190615%	\$ 0.342604	\$ 0.342604	0.021906	2.190615%
2020	276.589	165	0.676297	67.63%	1.945369%	\$ 0.335259	\$ 0.335259	0.019454	1.945369%
2019	271.311	165	0.644309	64.43%	2.707849%	\$ 0.328862	\$ 0.328862	0.027078	2.707849%
2018	264.158	165	0.600958	60.10%	3.784697%	\$ 0.320192	\$ 0.320192	0.037847	3.784697%
2017	254.525	165	0.542576	54.26%	2.683632%	\$ 0.308515	\$ 0.308515	0.026836	2.683632%
2016	247.873	165	0.502261	50.23%	1.696494%	\$ 0.300452	\$ 0.300452	0.016965	1.696494%
2015	243.738	165	0.477200	47.72%	0.514246%	\$ 0.295440	\$ 0.295440	0.005142	0.514246%
2014	242.491	165	0.469642	46.96%	1.040022%	\$ 0.293928	\$ 0.293928	0.010400	1.040022%
2013	239.995	165	0.454515	45.45%	1.288928%	\$ 0.290903	\$ 0.290903	0.012883	1.288301%

PUBLIC SAFETY SPECIAL PARCEL TAX

	CPI - MARCH A	BASE B	INCREASE FROM INCEPTION (A/B)-1	%	CPI % Increase from Previous Year	Maximum Tax Rate 0.03*(CPI/Base CPI)	Proposed Tax Rate	Increase from Previous Year	%
2022	306.679	239.995	0.277856	27.79%	8.502094%	\$ 0.038336	\$ 0.036833	0.042500	4.250000%
2021	282.648	239.995	0.177725	17.77%	2.190615%	\$ 0.035332	\$ 0.035332	0.021906	2.190615%
2020	276.589	239.995	0.152478	15.25%	1.945369%	\$ 0.034574	\$ 0.034574	0.019454	1.945369%
2019	271.311	239.995	0.130486	13.05%	2.707849%	\$ 0.033915	\$ 0.033915	0.027078	2.707849%
2018	264.158	239.995	0.100681	10.07%	3.784697%	\$ 0.033020	\$ 0.033020	0.037847	3.784697%
2017	254.525	239.995	0.060543	6.05%	2.683632%	\$ 0.031816	\$ 0.031816	0.026836	2.683632%
2016	247.873	239.995	0.032826	3.28%	1.696494%	\$ 0.030985	\$ 0.030985	0.016965	1.696494%
2015	243.738	239.995	0.015596	1.56%	0.514246%	\$ 0.030468	\$ 0.030468	0.005142	0.514246%
2014	242.491	239.995	0.010400	1.04%	1.040022%	\$ 0.030312	\$ 0.030312	0.010400	1.040022%
2013	239.995	239.995	0.000000	0.00%	0.000000%	\$ 0.030000	\$ 0.030000	0.000000	0.000000%



Databases, Tables & Calculators by Subject

Change Output Options: From: 1999 ▼ To: 2022 ▼ 

☐ include graphs ☐ include annual averages

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Data extracted on: May 4, 2022 (11:05:17 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1999	164.2	164.6	165.0	166.6	166.2	165.4	165.8	166.3	167.2	167.2	167.1	167.3	166.1	165.3	166.8
2000	167.9	169.3	170.7	170.6	171.1	171.0	171.7	172.2	173.3	173.8	173.5	173.5	171.6	170.1	173.0
2001	174.2	175.4	176.2	176.6	177.5	178.9	178.3	178.4	178.8	178.3	178.1	177.1	177.3	176.5	178.2
2002	178.9	180.1	181.1	182.2	182.6	181.9	182.2	183.0	183.4	183.7	184.0	183.7	182.2	181.1	183.3
2003	185.2	186.5	188.2	187.6	186.4	186.3	186.3	186.9	188.2	187.8	187.1	187.0	187.0	186.7	187.2
2004	188.5	190.1	191.5	191.9	193.3	193.7	193.4	193.1	194.5	196.3	196.9	195.2	193.2	191.5	194.9
2005	195.4	197.4	199.2	201.1	201.5	200.7	201.4	203.1	205.8	206.9	205.6	203.9	201.8	199.2	204.5
2006	206.0	207.5	208.5	210.5	212.4	211.1	211.4	211.9	212.9	211.4	211.1	210.6	210.4	209.3	211.6
2007	212.584	214.760	216.500	217.845	218.596	217.273	217.454	217.330	217.697	218.696	219.943	219.373	217.338	216.260	218.416
2008	220.918	221.431	223.606	224.625	226.651	229.033	229.886	228.484	227.449	226.159	222.229	219.620	225.008	224.377	225.638
2009	220.719	221.439	221.376	221.693	222.522	223.906	224.010	224.507	225.226	225.264	224.317	223.643	223.219	221.943	224.495
2010	224.610	224.620	225.483	225.916	226.438	225.877	225.991	226.373	226.048	226.794	225.941	226.639	225.894	225.491	226.298
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178	281.347	282.648	285.808	287.620	289.218	290.890	291.333	292.209	294.961	296.790	297.925	289.244	284.470	294.018
2022	301.209	302.164	306.679												

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City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: June 21, 2022

SUBJECT

Blanket Purchase Order with The Home Depot

Recommendation:

- A. Find that the best interests of the City are served by a direct award of a blanket Purchase Order to The Home Depot, without a competitive selection process pursuant to Section 3.32.110 (B)(2) of the Vernon Municipal Code (VMC); and
- B. Approve the issuance of a blanket Purchase Order with The Home Depot in an amount not-to-exceed \$179,250 to procure supplies for the Public Works Department and Vernon Public Utilities for operational needs and special projects for Fiscal Year (FY) 2022-2023.

Background:

The Public Works Department (Public Works) and Vernon Public Utilities (VPU) purchase various supplies to meet City operational needs. Typically, both departments make such purchases from The Home Depot (Home Depot) and each fiscal year blanket Purchase Orders are established to facilitate necessary purchases. Staff is requesting that the City Council find that the best interests of the City are served by a direct award of a blanket Purchase Order to Home Depot, as this vendor is the nearest to the city with the inventory and breadth of products and equipment desired by the City. Other vendors in the area do not offer the variety or quantity of products available through Home Depot, thus utilizing an alternative vendor for select products would result in additional trips and time incurred by City staff in locating/purchasing necessary supplies. Although there may be vendors with comparable pricing, inventory and variety located further from the city, it would be time consuming and inefficient for staff to procure supplies from those vendors, as much time would be lost in transit.

During FY 2021-2022, Public Works initiated several special projects requiring increased spending on supplies. Specifically, Public Works' special projects included street island improvements, City Hall beautification, and the remodel of two City-owned residential properties. These projects are all still ongoing. Staff anticipates a need for increased spending to continue in FY 2022-2023, as Public Works is making a conscious effort to utilize staff on special projects and reduce spending on outside contractors whenever possible. The remodel of the City-owned residential property located at 3361 Fruitland Avenue was managed by the Facilities Division, and while this resulted in overall cost-savings to the City, it also required increased spending at Home Depot to procure the materials needed.

To ensure that both Public Works and VPU staff are able to procure materials and supplies necessary for their operational needs and special projects for FY 2022-2023, staff is requesting the approval of a blanket Purchase Order in an amount not to exceed \$179,250. Pursuant to Vernon Municipal Code Section 3.32.030(A), City Council approval is required as the total value of the Purchase Order requested exceeds \$100,000.00.

Fiscal Impact:

Sufficient funds for the cost of supplies are included in the FY 2022-2023 Budget in the Supplies Account of the Public Works Department and VPU.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: June 21, 2022

SUBJECT

Amendment No. 2 to the Services Agreement with Jacobs Engineering Group, Inc. for Environmental Compliance Support Services

Recommendation:

Approve and authorize the City Administrator to execute Amendment No. 2 to the Services Agreement with Jacobs Engineering Group, Inc., in substantially the same form as submitted, for as-needed environmental compliance support services, increasing the contract by \$371,834 and bringing the contract total not-to-exceed amount to \$1,116,656.

Background:

On June 16, 2020, City Council approved a services agreement with Jacobs Engineering Group, Inc. (Jacobs), Contract LP-0543, to provide environmental support services that address air quality, potable and recycled water, industrial wastewater, hazardous materials, and greenhouse gas in relation to Vernon Public Utilities (VPU) Operations in the amount of \$339,913 for a term of three years. Following City Council's approval of a Purchase and Sale Agreement on November 16, 2021, for the re-purchase of the Malburg Generating Station (MGS), VPU required additional environmental compliance support. The additional support included the transfer of permits and governmental approvals, as well as the transition of environmental compliance operations and management of ongoing compliance. Accordingly, on December 15, 2021, City Council approved Amendment No. 1 to the Services Agreement with Jacobs in the amount of \$404,909.

Since the transfer of compliance operations, Jacobs has supported VPU staff with environmental compliance activities for both MGS and Station A facilities, including evaluating the site's exact environmental compliance needs, maintaining ongoing compliance, and addressing various issues. At the time of the re-purchase, there were limited opportunities to transfer knowledge of the site's existing environmental compliance program because Bicent (California) Malburg LLC employees who served in environmental compliance roles did not transition with the re-purchase. Throughout the transition, issues were discovered during daily operations, compliance reporting, and through on-site inspections by the Department of Industrial Relations (DIR), South Coast Air Quality Management District (SCAQMD), and the City of Vernon Health Department.

VPU is now returning to City Council for approval of Amendment No. 2 after Jacobs' evaluation over the past four months has uncovered additional compliance related matters that require attention. Jacobs has amassed a more complete understanding of all ongoing VPU operational environmental compliance needs and the routine (e.g., daily, monthly, quarterly, etc.) reporting requirements. Therefore, the new proposal from Jacobs is based on the recent work experience and knowledge of upcoming compliance reporting and is proposed as a time-and-materials contract. VPU will need to utilize Jacobs' services more extensively than initially planned due to the issues discovered post-transfer of MGS. The attached proposal from Jacobs presents a brief discussion of Jacobs' proposed task changes on Air Quality,

Greenhouse Gas, MGS Compliance that includes deliverables and budget, and Project Management.

Air Quality

Jacobs has been supporting VPU's Station A with air quality compliance. SCAQMD has been in the process of transitioning out of a market-based emission reduction program – Regional Clean Air Incentives Market (RECLAIM) to a command-and-control rule-based emission reduction approach. Jacobs has supported VPU in preparing a formal comment letter to SCAQMD to allow the City's H. Gonzales Generation Units to operate for as long as reasonably feasible. As a result, SCAQMD was amenable to integrating an exception in the proposed amended Rule 1135 for backup generating units and low-usage units, such as the H. Gonzales Generation Units. Still, there are areas in development and uncertainty, and Jacobs will work with VPU to develop a strategy for complying with Rule 1135 and facilitating the site's future transition out of the RECLAIM program.

Greenhouse Gas

In addition, Jacobs has supported VPU's Station A with Greenhouse Gas (GHG) reporting and compliance. There has been a significant amount of regulatory change in the areas of Air Quality and GHG. The California Air Resources Board (CARB) has been revising its Regulation for Reducing GHG Emissions from Gas-Insulated Equipment (GIE). Specific to VPU, staff is preparing for the eventual transition out of equipment using Sulfur Hexafluoride (SF6) as an insulating agent. Jacobs is currently updating the VPU GIE emissions inventory process.

MGS Compliance

Jacobs identified three key areas of support under the MGS Compliance task: 1) Compliance Reporting & Plan Maintenance; 2) Daily Technical On-Call Support; and 3) Periodic Onsite Support. Jacobs will provide support in each key area. The goal is to provide adequate information to facilitate knowledge retention for future staff development and training.

Project Management

Finally, the original scope of work assumed project management of the tasks associated with ongoing compliance support for VPU's Station A only. With the incorporation of MGS, monthly costs have increased based on the volume of activities conducted by Jacobs to support. Therefore, VPU is requesting to further amend the agreement with Jacobs (Contract LP-0543) to revise the scope of work to the areas of Air Quality, Greenhouse Gas, Project Management, and MGS Compliance to include the added costs.

Jacobs' contract is set to expire on June 30, 2023 and, due to the revised scope of work noted above, it is anticipated that the contract will be depleted of necessary funds by June of 2022. Although there are sufficient funds in VPU's budget and no budget adjustments are necessary for this service for Fiscal Year (FY) 2021-22, approval of the proposed Amendment No. 2 to the Services Agreement with Jacobs would allocate additional funds to the contract through the remainder of the term. Amendment No. 2 with Jacobs would add \$371,834 to the Services Agreement for a grand total no-to-exceed amount of \$1,116,656.

Amendment No. 2 has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Sufficient funds for Environmental Compliance Support Services are available in Vernon

Public Utilities Electric Fund Administrative Division Professional Services Other Account No. 055.9000.596200 and the Malburg Generating Station Division Professional Services Other Account No. 055.9190.500230.

Attachments:

1. [Amendment No. 2 - Jacobs Engineering Group, Inc.](#)

**AMENDMENT NO. 2 TO THE SERVICES AGREEMENT BETWEEN THE CITY OF
VERNON AND JACOBS ENGINEERING GROUP INC. FOR ENVIRONMENTAL
COMPLIANCE SUPPORT SERVICES**

This Amendment (Amendment No. 2) to that certain Agreement for environmental compliance support services dated July 1, 2020, (Agreement), is made as of June 21, 2022, by and between the City of Vernon, a California charter city and municipal corporation (City), and Jacobs Engineering Group Inc. (Contractor), a Delaware corporation.

WHEREAS, the City and Contractor are parties to a written Agreement dated July 1, 2020, under which Contractor provides environmental compliance support services to Vernon Public Utilities; and

WHEREAS, the City and Contractor desire to amend the Agreement to amend the scope of work as described in the proposal by Contractor dated May 17, 2022, attached hereto as Exhibit A, for an additional total amount not to exceed \$371,834.

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

1. Effective as of June 21, 2022, the scope of work is hereby amended as described in the proposal by Contractor attached hereto as Exhibit A.

2. Effective as of June 21, 2022, the total compensation amount for the period of July 1, 2020 through June 30, 2023, shall not exceed One Million, One Hundred and Sixteen Thousand, Six Hundred and Fifty-Six Dollars (\$1,116,656).

3. 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, with the exception of joint representation and/or conflict waiver agreements related to matters handled by Associate Counsel.

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

Jacobs Engineering Group Inc., a Delaware
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



1737 N First Street
Suite 300
San Jose, CA 95112
702.354.2648
www.jacobs.com

May 17, 2022

Lisa Umeda
Utilities Compliance Administrator | Safety & Regulations
Vernon Public Utilities
4305 Santa Fe Avenue
Vernon, CA 90058

Subject: Proposal for a Second Amendment to the Services Agreement Between the City of Vernon and Jacobs Engineering Group Inc. for Environmental Compliance Support Services

Dear Ms. Umeda:

Jacobs Engineering Group Inc. (Jacobs) is pleased to present this proposal to further amend the existing Services Agreement Between the City of Vernon and Jacobs for Environmental Compliance Support Services (Contract No. LP-0543). This second amendment increases funding for several existing tasks to:

- Recover funding previously spent on authorized items not strictly related to the preparation of a compliance document, thereby freeing up funding to provide continued compliance support under existing tasks,
- Provide new services under existing tasks, and
- Continue our previously expanded scope.

Below is a brief outline of the amended scope of services and associated level of effort to support these compliance activities.

Scope of Services

This proposal is for Jacobs to continue providing Environmental Compliance Support to the City of Vernon, Public Utilities Department (VPU) for Station A and Malburg Generating Station (MGS) operations through June 2023. Jacobs has supported VPU with both of these sites for the past four months and now has a more complete understanding of what their ongoing environmental compliance needs are on a routine (e.g., daily, monthly, quarterly, etc.) basis. Therefore, this proposal is based on our recent work experience and knowledge of upcoming compliance reporting and is proposed as a time-and-materials contract with a not-to-exceed value. The scope addresses proposed changes to the following tasks:

- Task A: Air Quality
- Task E: Greenhouse Gas
- Task F: Project Management
- Task H: MGS Compliance

Note that there are no changes proposed to the following tasks, as they have either been completed or have sufficient remaining funding to complete identified deliverables. As such, these tasks are not described in any further detail within this scope of services:

- Task B: Potable and Recycled Water
 - Task C: Industrial Wastewater
 - Task D: Hazardous Materials
 - Task G: Transition Support
-

Task A: Air Quality

Jacobs has been supporting VPU's Station A with air quality compliance and will continue to do so under this task. Additional funding is needed under this task for the following activities:

- Prepare a Title V Permit Modification Application to reconcile Station A's current Title V Permit with the requirements of recently amended South Coast Air Quality Management District (SCAQMD) Rule 1135. As part of this effort, Jacobs will work with VPU to develop a strategy for complying with Rule 1135, facilitating the site's future transition out of the Regional Clean Air Incentives Market (RECLAIM) Program, and increasing allowable turbine operations, if feasible.
- Remotely support up to one (1) SCAQMD inspection, expected to occur between July 1, 2022 and June 30, 2023. As part of this effort, Jacobs may prepare a Records Request Response Matrix and create records demonstrating compliance with the daily emission limits of Title V Permit Condition No. A63.1.

Jacobs is also requesting funding associated with past on-call support and previously unanticipated regulatory initiatives, including but not limited to preparing a formal comment letter in response to SCAQMD's Proposed Amended Rule 1135; facilitating the transfer of environmental permits from Bicent (California) Malburg LLC to the City of Vernon following the City's purchase of MGS in December 2021; and supporting past SCAQMD inspections.¹ Each of these activities were considered time critical and authorized by VPU as above and beyond the initially planned level of effort. The additional funding requested for this task will accommodate continuation of the originally planned air quality compliance activities as well as the additional activities described above.

Assumptions

- Up to 206 additional hours will be needed to facilitate the expanded scope described above, based on the following breakdown of activities:
 - Up to 96 hours to support additional and remaining air quality compliance activities, including preparation of the Title V Permit Modification Application and Rule 1135 strategy.
 - 110 hours associated with already completed, expanded compliance tasks.
- Only one (1) SCAQMD inspection will occur between July 1, 2022 and June 30, 2023.
- Support to review data and respond to SCAQMD inspection follow-up requests will be limited to 32 hours.
- Up to two (2) Jacobs staff will participate in up to two (2) 1-hour conference calls with VPU personnel and/or SCAQMD staff to discuss the strategy for complying with Rule 1135.
- VPU will move forward with modifying Station A's Title V Permit to reconcile permit conditions with the requirements of SCAQMD Rule 1135.
- All work will be completed virtually; no site visits will be required to support the amended scope.

Deliverables

- One (1) Title V Permit Modification Application (Draft and Final, provided electronically).
- One (1) Records Request Response Matrix (Draft and Final, provided electronically).
- Continued delivery of already-planned deliverables associated with our original scope of work.

Task E: Greenhouse Gas

Jacobs has been supporting VPU's Station A with greenhouse gas (GHG) emissions reporting and compliance and will continue to do so under this task. Due to recent changes to the California Air Resources Board's (CARB) Regulation for Reducing GHG Emissions from Gas-Insulated Equipment (GIE), additional funding is needed to update the facility's Gas-Insulated Switchgear (GIS) GHG emissions inventory template and data tracking tools, as well as to allow for more detailed review of how the new amendments affect the facility's operations and are implemented in the inventory.

¹ Refer to historical monthly status reports for a full listing of previously delivered work products not specifically associated with a routine compliance report.

Assumptions

- Up to 16 additional hours will be needed to facilitate the expanded scope described above.

Deliverables

- Continued delivery of already-planned deliverables associated with our original scope of work, modified to incorporate changes identified through this amended scope of work.

Task F: Project Management

The original budget for this task assumed management of the tasks associated with ongoing compliance support for VPU's Station A only. With incorporation of MGS in December 2021, monthly effort associated with project management increased based on the volume of activities conducted by Jacobs and the need for more frequent team and client coordination, financial statusing, and change management. Additional funding is needed to accurately capture this increased monthly effort for the remainder of the contract.

Assumptions

- Up to 12 hours per month for project management, accounting, and delivery support for the remainder of this contract, including increased team coordination and client communication.

Deliverables

- Continued delivery of already-planned deliverables associated with our original scope of work.

Task H: MGS Compliance

Jacobs has been supporting VPU's MGS with environmental compliance and will continue to do so under this task. Supporting MGS was initially added to Jacobs' scope of services in December 2021, following the City's purchase of the facility. At that time, only limited information was available regarding the status of the site's existing environmental compliance program, including environmental procedures, reporting templates, compliance plans, and configuration of the site's Data Acquisition Handling System (DAHS). Jacobs has identified many compliance items as outdated, inconsistent with regulatory requirements, and/or non-existent, with the opportunity for only limited knowledge transfer of existing processes. For these reasons, the rapid transition from the previous consultant (Heorot Power) to Jacobs required more initial and ongoing effort than was included in the previous contract amendment.

During the past few months, Jacobs has worked diligently to support VPU with the following:

- File for new permits under the City's ownership, which required more effort than initially anticipated because limited background information was available for repurposing and some transfers required multiple iterations.
 - Update the site's compliance plans to reflect the City's ownership and newly issued permits; these updates required more effort than initially anticipated because many of the existing compliance plans did not meet regulatory requirements or reflect the site's actual operational practices, thereby requiring significant updates prior to permit filing.
 - Transition of data accessibility and reporting via the site's DAHS, including updating DAHS configuration for preparation of data for regulatory reports. This task required more effort than initially anticipated because the previous contract amendment was based upon an understanding that the DAHS was properly configured, written procedures existed to guide workflows, and personnel would be able to facilitate the ongoing transition. To address the DAHS knowledge gaps, some of the funding spent to date under this task has been used to develop written procedures on how to query data, run reports, edit data, and assess the need for agency notification, which can be used to facilitate any future transitions between Jacobs and VPU personnel.
 - Establish reporting templates and procedures, which required more effort than initially anticipated because the previous contract amendment was based upon an understanding that compliance reporting and evaluation templates and work practices existed. To address the documentation gap,
-

some of the funding spent to date under this task has been used to develop and/or significantly update these documents to improve their effectiveness.

- Submit required compliance reports.
- Provide on-call assistance to VPU personnel on several compliance matters, including DAHS troubleshooting, hazardous waste manifests, responding to audit findings, researching the resale of the site's spent Selective Catalytic Reduction (SCR) catalyst, and others, as documented within our recent monthly status reports.

Jacobs understands that there are many unknowns during a transition and has done its best to communicate and document where initial assumptions were deemed incorrect, thus requiring more ongoing effort than initially planned. To bound these unknowns with refined assumptions regarding Jacobs' continued level of engagement, while still providing VPU with flexibility to meet its compliance needs through the end of the contract period, Jacobs has identified the following three key areas of support:

- Compliance Reporting & Plan Maintenance
- Daily Technical On-Call Support
- Periodic Onsite Support

Support to be provided under each of these key areas is described in more detail below. VPU can authorize additional funding under this second amendment based on which areas of support are best aligned with its current needs.

Compliance Reporting & Plan Maintenance

Jacobs will continue to support VPU with monthly, quarterly, semi-annual, and annual reporting to the environmental agencies that regulate MGS' operations. These reports include the following:

- On a monthly basis:
 - Nitrogen Oxides (NOx) Emissions Reports for Major Sources will be submitted to the SCAQMD via the Remote Terminal Unit (RTU)
 - On a quarterly basis:
 - Quarterly Compliance Reports (QCRs) will be submitted to the California Energy Commission (CEC)
 - Quarterly Certification of Emission Reports (QCERs) will be submitted to the SCAQMD
 - Quarterly Emissions Data Reports (EDRs) will be submitted to the U.S. Environmental Protection Agency (EPA) via the Emissions Collection and Monitoring Plan System (ECMPS)
 - On a semi-annual basis:
 - Semi-Annual Monitoring (SAM) Reports will be submitted to the SCAQMD
 - Semi-Annual Self-Monitoring Reports (SMRs) will be submitted to the Los Angeles County Sanitation Districts (LACSD)
 - On an annual basis:
 - Annual Compliance Reports (ACRs) will be submitted to the CEC
 - Annual GHG emissions inventories will be submitted to the EPA and CARB via the Electronic Greenhouse Gas Reporting Tool (e-GGRT) and California Electronic Greenhouse Gas Reporting Tool (Cal e-GGRT), respectively
 - Annual Permit Emissions Program (APEP) Reports will be submitted to the SCAQMD
 - Annual Emissions Reports (AERs) will be submitted to the SCAQMD via the Electronic Reporting System (ERS) Website
 - Annual Compliance Certification (ACC) Reports will be submitted to the SCAQMD and EPA
 - Annual Stormwater Reports will be submitted to the Regional Water Quality Control Board (RWQCB)
 - Annual Industrial Wastewater Surcharge Statements will be submitted to the LACSD
 - Updated Hazardous Materials Business Plans (HMBPs) will be submitted to the Certified Unified Program Agency (CUPA)
-

It is assumed that Jacobs will be responsible for preparing technical reports and associated documentation, but that VPU will be responsible for submitting the reports and providing access to all online reporting systems, as required. It is also assumed that all data will be provided by the site. Jacobs will review the data for quality but will defer all data issues back to the site for resolution.²

Jacobs will also prepare a compliance calendar that clearly identifies the following for each recurring compliance report:

- Report name, deadline, reviewing agency, and submittal method
- Data required to complete the report, including the person responsible for providing the data
- Jacobs team members responsible for preparing and internally reviewing the report
- VPU team members responsible for reviewing and approving the report

In addition to the recurring compliance activities listed above, Jacobs also proposes to finalize updates to the site's existing compliance plans and help maintain those plans moving forward. It is assumed that future revisions to these plans will be minimal, triggered only by changes in the site's operating procedures or in response to agency audit or inspection findings, and that only one revision of each plan will be required before June 30, 2023. The plans to be addressed by Jacobs are as follows:

- Continuous Emissions Monitoring System (CEMS) Quality Assurance/Quality Check (QA/QC) Plan
- GHG Monitoring Plan
- Risk Management Plan (RMP)
- Spill Prevention Control and Countermeasures (SPCC) Plan
- Stormwater Pollution Prevention Plan (SWPPP)

Daily Technical On-Call Support

Jacobs will continue to provide ongoing, daily support to MGS' Control Room Operators on an as-needed basis. These efforts include reviewing the site's daily operation and calibration reports; reviewing, verifying, and correcting daily emission submittals to the SCAQMD; confirming emission limits are not exceeded during normal operations and startup/shutdown events; providing emergency compliance guidance and follow-up reporting in the event of a breakdown or excess emissions event; updating gas chromatograph values within the DAHS; querying data needed for compliance reporting; and troubleshooting DAHS issues. If required, Jacobs will also enact data substitution for periods of invalid data following the site's data replacement procedures, as consistent with applicable SCAQMD and EPA regulations.

Although effort associated with daily support was extensive during the initial transition, continued daily support is expected to require less effort as Jacobs staff are now more familiar with the site's DAHS, newly issued permits have been reviewed and implemented, and onsite staff are more familiar with the environmental procedures affecting their day-to-day functions. Specifically, Jacobs assumes the following effort to provide the daily support described above:

- Up to 14 hours per week to conduct daily reviews, including up to 6 hours per week for non-routine on-call support
- Up to 32 hours total for DAHS and report troubleshooting support
- Up to 44 hours total for querying data for compliance reports and updating the DAHS

Beyond the daily support described above, Jacobs expects the following topics to be of continued interest to VPU, thereby requiring up to 40 hours total to provide continued, periodic multi-media compliance support not directly associated with a compliance report:

- Air quality compliance, including research regarding CEMS analyzer improvements; identification of additional testing that may be triggered by various maintenance activities; and review and update of DAHS calculations for ammonia slip, carbon monoxide (CO), and others. It is assumed that changes to the CEMS will not require recertification; if changes do require recertification, a change order would be required to provide funding for that task.
- Hazardous waste and materials management, including responses to CUPA audit findings and guidance regarding hazardous waste manifests, secondary storage, and inclusion in the site's HMBP.

² Note that Jacobs can be responsible for querying data if the Daily Technical On-Call Support Task is authorized.

- Stormwater management, including review and submittal of sampling results to the RWQCB and confirmed compliance with the state's Industrial General Permit.
- Industrial wastewater management, including review of sampling results and wastewater discharges and confirmed compliance with the site's Industrial Wastewater Discharge Permit.

Periodic Onsite Support

Jacobs will provide in-person support to VPU with the following activities:

- Source testing
- SCAQMD inspections
- GHG verification site visits
- Level 1 Exceedance Response Action (ERA) evaluation

It is assumed that one (1) Relative Accuracy Test Audit (RATA) test and quarterly ammonia slip testing will occur between July 1, 2022 and June 30, 2023.³ One (1) triannual source test event will also occur during this period, to be conducted concurrent with the RATA and first quarterly ammonia slip test. Up to two (2) Jacobs staff will participate in the first two (2) source test events; for the other two (2) source test events, only one (1) Jacobs staff will participate in-person with up to 8 hours of remote support per event from Jacobs' senior consultant. The first source test event will require 6 full days onsite and 2 days of travel to/from the site to accommodate preliminary testing and completion of the three (3) different tests (RATA, ammonia slip, and triannual). The remaining three source test events will require 3 full days onsite and 2 days of travel to/from the site. Up to 48 hours total will be spent reviewing and commenting on source test protocols and reports.

It is assumed that two (2) SCAQMD inspections will occur prior to June 30, 2023.⁴ One (1) Jacobs staff will participate in each of these 1-day inspections, traveling locally from southern California. Up to 64 hours total will be required to prepare for the inspections and respond to SCAQMD inspection findings.

It is similarly assumed that two (2) GHG verification site visits will occur prior to June 30, 2023.⁵ One (1) Jacobs staff will participate in each of these 1-day visits, traveling locally from southern California. Up to 24 hours total will be required to prepare for the verifications and respond to GHG verification findings.

It is assumed that one (1) Level 1 ERA evaluation will be required between July 1, 2022 and October 1, 2022, based on the facility's stormwater samples exceeding an annual Numeric Action Level (NAL) during the 2021 – 2022 compliance year for one or more monitored parameters. This evaluation focuses on the site's Best Management Practices (BMPs), potential sources of the NAL exceedance, and what actions should be taken to prevent future exceedances. One (1) Jacobs staff will facilitate the 1-day evaluation, traveling locally from southern California. This staff will be a Qualified Industrial Storm Water Practitioner (QISP), as required by the RWQCB. Up to 18 hours will be required to prepare the Level 1 ERA Report for submittal to the RWQCB following the evaluation.

Travel costs associated with all of the above onsite activities will be billed at cost, except for automobile mileage, and may include airfare, overnight lodging, meals, and rental cars or ridesharing. Automobile mileage will be billed at \$0.54 per mile or the established federal rate for that year.

Assumptions

- Up to 1,967 additional hours will be needed to continue supporting MGS' environmental compliance activities through June 30, 2023, based on the following breakdown of activities, as described above:
 - Up to 681 hours for compliance reporting, including up to 97 hours for plan maintenance

³ If the RATA test fails, a second RATA test will be required prior to June 30, 2023. Support for such a test can be provided within the current estimate if it is conducted concurrently with a quarterly ammonia slip test.

⁴ SCAQMD conducts inspections annually for RECLAIM facilities, with the compliance year running from July 1 through June 30.

⁵ Site visits are required at the start of each Cap-and-Trade compliance period and any time a new third-party verifier is engaged. Since calendar year 2021 marked the start of a new Cap-and-Trade compliance period, a site visit is required in 2022. Since this is MGS' 6th year working with Trinity, a new third-party verifier will be contracted in 2023, thus requiring another site visit.

- Up to 788 hours for daily technical on-call support, including up to 14 hours per week for daily reviews and non-routine on-call support and 40 hours total for multi-media compliance support.
- Up to 498 hours for periodic onsite support
- Non-routine reporting and on-call technical support will be available during and after regular business hours, with one (1) primary and two (2) back-up staff trained and available to respond to time sensitive issues. It is assumed that after-hours support will be sporadic and infrequent and that this type of non-routine support will be limited to 6 hours per week.
- Changes made to the site's CEMS will not require recertification.
- Preparation of a Title V Permit Modification Application for MGS is not included in this scope of work.
- Jacobs will be responsible for the following:
 - Confirming daily, monthly, and quarterly transmission of NOx emissions to the SCAQMD via the RTU.
 - Submitting quarterly emissions data to the SCAQMD via the ERS Website.
 - Submitting quarterly EDRs to the EPA via ECMPS.
 - Electronically submitting compliance reports to the CEC via e-mail and/or direct upload to the docket.
 - Electronically notifying the CEC and SCAQMD of upcoming source tests via e-mail, including transmittal of source test protocols and source test reports.
 - Preparing one consolidated set of review comments on each Source Test Protocol and Source Test Report prepared by Montrose. It is assumed that up to two (2) protocols and six (6) reports will be prepared per test event.
- Up to four (4) test events will occur between July 1, 2022 and June 30, 2023. For the first two (2) events, up to two (2) Jacobs staff will participate in-person. For the remaining two (2) events, only one (1) Jacobs staff will participate in-person with up to 8 hours of remote support per event from a senior technical consultant.
- Up to two (2) SCAQMD inspections will occur prior to June 30, 2023, with in-person participation from one (1) Jacobs staff.
- Up to two (2) GHG verification site visits will occur prior to June 30, 2023, with in-person participation from one (1) Jacobs staff.
- A Level 1 ERA Report will be required by October 1, 2022, with a revised SWPPP due to the RWQCB by January 1, 2023. This report must be prepared by a QISP, following a site evaluation conducted by one (1) QISP-certified Jacobs staff.
- Jacobs will not participate in compliance audits conducted by the CUPA but will provide up to 4 hours of support responding to audit findings.
- Jacobs will not perform the following activities:
 - Sign hazardous waste manifests,
 - Perform waste profiling, or
 - Collect stormwater samples.
- VPU will be responsible for the following:
 - Certifying the AER for submittal to the SCAQMD via the ERS Website.
 - Certifying the GHG emissions inventories for submittal to the EPA and CARB within e-GGRT and Cal e-GGRT, respectively.
 - Certifying submittals to the RWQCB within the Stormwater Multiple Application and Report Tracking System (SMARTS).
 - Certifying submittals to the CUPA within the California Environmental Reporting System (CERS).
 - Submitting all hard copy reports to the appropriate agency, as instructed by Jacobs. Paying any agency fees associated with permitting and compliance activities.

Deliverables

- Twelve (12) NOx Emissions Reports for Major Sources submitted to the SCAQMD (Final, transmitted via RTU).
 - Four (4) QCRs submitted to the CEC (Draft and Final, provided electronically)
 - Four (4) QCERs submitted to the SCAQMD (Draft and Final, provided electronically)
 - Four (4) Quarterly EDRs submitted to the EPA (Final, transmitted via ECMPS)
-

City Council Agenda Item Report

Submitted by: Mark Aumentado
Submitting Department: Public Utilities
Meeting Date: June 21, 2022

SUBJECT

Construction Contract with General Pump Company, Inc. for On-Call Well and Booster Pump Repairs

Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15301, because the project consists of the maintenance, repair or minor alteration of existing facilities and involves negligible or no expansion of an existing use;
- B. Accept the bid from General Pump Company, Inc., as the lowest responsive and responsible bidder; and
- C. Approve and authorize the City Administrator to execute a Construction Contract with General Pump Company, Inc., in substantially the same form as submitted, in an amount not-to-exceed \$1,200,000 for on-call pump repair services.

Background:

Vernon Public Utilities (VPU) owns and operates 9 water production wells, and 14 booster pumps located at 3 booster plants. Annually, these facilities are used to provide approximately 7,000 acre-feet of water to customers. VPU is also able to source water from the Metropolitan Water District through the Central Basin Municipal Water District (CBMWD). Over the last few years, there has been a decrease in imported potable water purchases by investing in water production and storage facilities. As a result of these efforts, imported potable water purchases have steadily decreased to zero. Currently, VPU does not purchase any imported potable water for supply, rather, minor amounts are purchased for maintenance purposes.

With many of the water production and storage facilities recently rehabilitated or repaired, it is imperative that these facilities are regularly maintained and that minor failures or issues are remedied promptly. By quickly resolving issues at these facilities, long disruptions of service can be avoided, mitigating the need to purchase expensive imported water.

On May 3, 2022, a Request for Bids for On-Call Well and Booster Pump Repairs 2022-2025 (RFB) was issued. In accordance with Vernon Municipal Code (VMC) § 3.32.120, the Request for Bids was published in a local newspaper, the Huntington Park Bulletin, and was posted on the City's Planet Bids website, where 349 vendors were notified. Additionally, staff sent the RFB directly to five vendors.

Although several outreach efforts were made, only one bid was received on the May 24, 2022 bid deadline. General Pump Company, Inc. (General Pump) submitted a bid to include itemized costs for a variety of typical repair services that may be encountered. Additionally, the bid items include itemized costs for labor and equipment to be utilized for repairs that require additional equipment and labor. Staff has thoroughly reviewed the bid from General Pump and has determined it to be responsive and responsible, and that the vendor is well-suited to provide the desired services. Accordingly, staff recommends that Council approve the

proposed construction contract with General Pump.

The proposed construction contract has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Funds for the On-Call Well and Booster Pump Repairs Contract with General Pump Company, Inc. are budgeted in the Water Fund, Repairs and Maintenance Account No. 020.1084.590000 for Fiscal Year (FY) 2022-23 for \$600,000 and will be budgeted accordingly for FY 2023-24 and FY 2024-25 during the annual City budget process.

Attachments:

1. [Construction Contract with General Pump Company, Inc.](#)

CONSTRUCTION CONTRACT BETWEEN
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this 21st day of June, 2022, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and General Pump Company, Inc., a California corporation (hereinafter "Contractor"), for On-Call Well and Booster Pump Repairs 2022-2025, Contract No. LP-0688.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, shall consist of the following documents which are either attached hereto as exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if set forth at length herein:

- A. Governmental Approvals including, but not limited to, permits required for the Work
- B. This Agreement
- C. Exhibit A – General Conditions
- D. Exhibit A1 – Performance Bond
- E. Exhibit A2 – Payment Bond
- F. Exhibit A3 – Maintenance Bond
- G. Exhibit A4 – Insurance Requirements
- H. Exhibit A5 – Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit
- I. Exhibit A6 – Statement of Intent to Comply with Minimum Requirements of the California Covid-19 Industry Guidance: Construction
- J. Exhibit B – Special Provisions Specific for this Project
- K. Exhibit C – Equal Employment Opportunity Practices Provisions
- L. Notice Inviting Bids
- M. Instructions to Bidders
- N. Bid Forms

O. Designation of Subcontractors

2. REFERENCE DOCUMENTS

The following Reference Documents are not considered Contract Documents and were provided to the Contractor for informational purposes. Contractor may rely upon the technical data contained in such documents but not upon non-technical data, interpretations, opinions or provisional statements contained therein:

3. SCOPE OF WORK

Within the Contract Time and for the stated Contract Sum, subject to adjustments thereto, and pursuant to the Contract Documents, the Contractor shall perform and provide all necessary: labor; services; supervision; materials; tools; equipment; apparatus; facilities; supplies; tools; permits, inspections, plan checks, and similar Governmental Approvals; temporary utilities; utility connections; and transportation necessary to complete the Work in strict conformity with the Contract Documents for:

On-Call Well and Booster Pump Repairs

2022-2025

Contract No. LP-0688

4. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within 1,095 calendar days from the Date of Commencement established in City's written Notice to Proceed ("Contract Time"), subject to adjustment in accordance with the Contract Documents. Contractor shall achieve Final Completion of the Work, within the time established by the Certificate of Substantial Completion issued by the City. The Contract Time may only be adjusted as permitted by this Construction Contract and the General Conditions.

Time is of the essence of this Agreement. Except when the Contract Documents state otherwise, time is of the essence in the performance of the Work. Contractor acknowledges that the time limits and deadlines set forth in the Contract Documents are reasonable for Contractor to perform and complete the Work.

Liquidated Damages. If Contractor fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay City as liquidated damages the amount of five hundred dollars (\$500.00) per day for each calendar day occurring after the expiration of the Contract Time for Substantial

Completion until Contractor achieves Substantial Completion of the entire Work, as required by Article 3 of the General Conditions of Contract.

Contractor Initial here: _____.

5. CONTRACT SUM

In consideration of the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, City shall pay Contractor the not to exceed amount of one million, two hundred thousand dollars and no cents (\$1,200,000.00), payable as set forth in the General Conditions ("Contract Sum").

6. PERMIT FEE REIMBURSEMENT

In accordance with Paragraph 1.03 of the General Conditions, the City shall reimburse Contractor for the documented actual direct cost of Permit Fees, without Allowable Mark-up, in addition to payment of the Contract Sum.)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

Executed at _____, California.

Contractor's Corporate Seal

General Pump Company, Inc.:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

General Pump Company, Inc.:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

CITY OF VERNON:

By: _____
Name: Carlos Fandino
Title: City Administrator
Date: _____

ATTEST:

By: _____
Name: Lisa Pope
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Zaynah N. Moussa
Title: Interim City Attorney

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

EXHIBIT A GENERAL CONDITIONS

ARTICLE 1 - PRELIMINARY PROVISIONS

1.01 DEFINITIONS

The following words shall have the following meanings:

- A. Allowance. A line item cost estimate established by the City to be carried in the Base Bid sum, Contract Sum, and Schedule of Values for Payment for a particular item of Work, which cannot be sufficiently defined so as to allow the Contractor to adequately determine fair value before the Bid Deadline. Allowances include estimated amounts established by the City for certain construction elements that have not yet been fully designed or authorized for inclusion in the Work or to permit deferred approval or selection of actual materials and equipment to a later date when additional information is available for evaluation.
- B. As-Builts. The documents prepared by Contractor showing the condition of the Work as actually built, including, without limitation, all changes and the exact locations of all mechanical, electrical, plumbing, HVAC or other portions of the Work that are shown diagrammatically in the Contract Documents.
- C. Base Bid. The total sum stated in the Bid Form for which the Bidder offers to perform Work described in the Contract Documents as the base Contract Work (e.g. not designated as part of a Bid Alternate).
- D. Bid. A complete and properly executed offer by the Bidder on City-prescribed forms to perform the Work for the prices stated in response to the Notice Inviting Bids.
- E. Bid Alternate. An item of Work described in the Contract Documents as an Alternate Bid that will be added to or deducted from the Base Bid and the Contractor's responsibility only if the City accepts the Bid Alternate.
- F. Bid Forms: The City-prescribed forms which the Bidder shall complete and use to submit a Bid. The Bid Forms include: (1) Bidder's Proposal; (2) Schedule of Bid Prices; (3) Incumbency Certificate; (4) Bid Bond; (5) Bidder's Statement of Qualifications; (6) Experience Form; (7) Trades Experience Form; (8) Contractor Safety Questionnaire; (9) Designation of Subcontractors; (10) Affidavit of Non-Collusion; (11) Insurance Requirements Affidavit; and (12) forms included in the Specification required by the type of project funding (e.g. federal, ARRA, HUD, etc.).
- G. Bidder. The individual, partnership, firm, corporation, joint venture or other legal entity submitting a bid on these Contract Documents or any part thereof.
- H. Bidding Documents. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of: (1) Notice Inviting Bids; (2) Instructions to Bidders; and (3) Bid Forms. The proposed Contract Documents consist of: (1) the Bidding Requirements; (2) the Construction Contract Between City and Contractor; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Construction Contract; (8) all Modifications issued after the execution of the Construction Contract; and (9) Governmental Approvals, if any, including but not limited to, permits.

- I. Change Order. A Change Order is a written document prepared by the City reflecting the agreement between the City and Contractor for: a change in the terms or conditions of the Contract, if any; a specific Scope Change in the Work; the amount of the adjustment, if any, in the Contract Sum; and the extent of the adjustment, if any, in the Contract Time.
- J. Change Order Request (COR). A Change Order Request is a written document originated by the Contractor, which describes an instruction issued by the City after the effective date of the Contract, which Contractor believes to be a scope change that may result in changes to the Contract Sum or Contract Time or, which describes the need for or desirability of a change in the Work proposed by Contractor.
- K. City or Owner. The City of Vernon, California, acting through its City Council or other City officials authorized to act for the City, acting in its proprietary rather than regulatory capacity in connection with the Project.
- L. Construction Change Directive. A written order prepared and signed by the City directing a change in Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both.
- M. Contract Documents. The Contract Documents are enumerated in the Construction Contract between City and Contractor and consist of: (1) the Bidding Requirements; (2) the Construction Contract; (3) the Conditions of the Contract (General, Supplementary, and Special, if applicable); (4) all Exhibits to the Contract; (5) the Drawings; (6) the Specifications; (7) all Addenda issued prior to the execution of the Contract; (8) all Modifications issued after the execution of the Contract; and (9) Governmental Approvals, including, but not limited to, permits. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- N. Contract. The Contract Documents form the Contract for Construction. The Contract Represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified on by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor. There shall be no third party beneficiaries of the Contract Documents.
- O. Contract Sum. The total amount of compensation stated in the Construction Contract that is payable to Contractor for the complete performance of the Work in accordance with the Contract Documents.
- P. Contract Time. The total number of days set forth in the Construction Contract within which Substantial Completion of the Work must be achieved beginning with the Date of Commencement established in the Notice to Proceed, subject to adjustments in accordance with the terms of the Contract Documents. The Contract Time for Contractor's performance of the Work is measured in calendar days (not work days).
- Q. Contractor. The individual, partnership, firm, corporation, joint venture or other legal entity with whom the Contract is made by City, or the agent or legal representative who may be appointed to represent such individual, partnership, firm, corporation, joint venture or other legal entity in the execution of the Contract as general contractor for construction of the Work.

- R. Correction Period. Correction Period is synonymous with the terms of the correction guarantee period used in the Contract Documents.
- S. Date of Commencement. The date for commencement of the Work fixed by City in a Notice to Proceed to Contractor.
- T. Day. The terms "day" or "days" mean calendar days unless otherwise specifically designated in the Contract Documents. The term "Work Day" or "Working Day" shall mean any calendar day except Saturdays, Sundays and City recognized legal holidays. City Holidays are as follows:
1. January 1st – New Year's Day
 2. The 3rd Monday in January – Martin Luther King, Jr. Day
 3. The 3rd Monday in February – Presidents Day
 4. March 31st – Cesar Chavez Day
 5. The last Monday in May – Memorial Day
 6. July 4th – Independence Day
 7. The first Monday in September – Labor Day
 8. The second Monday in October – Indigenous Peoples' Day
 9. November 11th – Veterans Day
 10. The 4th Thursday in November – Thanksgiving Day
 11. December 24th – Christmas Eve
 12. December 25th – Christmas Day
 13. December 31st – New Year's Eve
- U. Director. The General Manager of Public Utilities of the City of Vernon or his/her duly appointed representative.
- V. Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- W. Extra Work. New or unforeseen work will be classified as Extra Work when determined by the City that the work is not described in, or reasonably inferable from, the Contract Documents, the work is not covered by any Bid line item or Allowance, and the work causes Contractor to incur additional and unforeseen costs.
- X. Field Directive. See, "Work Directive."
- Y. Final Completion. Final Completion is the stage of performance of the Work when (1) all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all applicable laws including, but not limited to, correction or completion of all punch list items noted by City upon Substantial Completion; (2) Contractor has delivered to City an Application for Final Payment and all closeout documentation required by the Contract Documents; and (3) documentation of all final Governmental Approvals has been submitted to City including, but not limited to a final Certificate of Occupancy or equivalent Building Department sign-off has been issued covering the entire Project site without exception or conditions.
- Z. Force Majeure. "Force Majeure" includes but is not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, labor disputes, fires, explosions, floods, earthquakes or other acts of God.

- AA. Fragnet. The sequence of new activities that are proposed to be added to an existing schedule.
- BB. Governmental Approval. Any approval, authorization, inspection, certification, consent, exemption, filing, permit, registration, plan check, ruling or similar authorization required by any federal, state or local law, regulation or procedures in order for Contractor to perform the Work.
- CC. Guarantee. Assurance to City by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- DD. Modification. A Modification is: (1) a written amendment to Contract signed by both parties; (2) a Change Order; or (3) a Construction Change Directive.
- EE. Notice to Proceed. The Notice to Proceed is a document issued by the City fixing the date for Commencement for the Work.
- FF. Parties. The City and Contractor may be referred to in the Contract Documents from time to time as the Parties.
- GG. Permit Fees. Governmental Approvals and Utility Fees as required by any agency to be paid by the City of Vernon.
- HH. Permit Fees Reimbursement. A payment made to the Contractor by the City in addition to the Contract Sum to compensate Contractor for the actual direct cost of all Permit Fees.
- II. Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the City or by separate contractors.
- JJ. Project Manual/Contract Package. The volumes of Contract Documents and reference documents assembled for the Work made available to Bidders.
- KK. Record Documents. The Drawings, Specifications, addenda, requests for information, bulletins, Change Orders and other modifications to the Contract Documents, approved shop drawings, product data, samples, mock-ups, permits, inspection reports, test results, daily logs, schedules, subcontracts, and purchase orders. Records Documents shall include a set of "As-Built" Drawings and Specifications, which shall be continuously updated during the prosecution of the Work.
- LL. Site. The physical area designated in the Contract Documents for Contractor's performance of the Work.
- MM. Specifications. The Specifications are the volume(s) assembled for the Work that includes, without limitation, the Bidding Documents, the Construction Contract and Exhibits, the General Conditions, Supplementary and/or Special Conditions, if any, the "GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (2012 Edition), the Standard Plans for Public Works Construction (2009 Edition), State of California, Department of Transportation Standard Plans and Standard Specifications (2010 Edition), and the City of Vernon Standard Plans.
- NN. Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work

and performance of related services, including, but not limited to, the Project Technical Specifications, Standard Specifications, if any, and any applicable Trade Association Specifications.

- OO. Substantial Completion. Substantial Completion is defined to mean the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents as determined by the City so that the City can occupy and utilize the Work for its intended use and as further defined in the Contract Documents.
- PP. Unilateral Change Order. See "Work Directive."
- QQ. Utility Fees. The fees charged by any public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, water, gas, oil, petroleum, steam, chemicals, sewage, storm water or similar commodity including, but not limited to fees for temporary utilities and refuse hauling.
- RR. Warranty. Assurance to City by contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work.
- SS. Work. The term "Work" means the construction and other services required by, and reasonably inferable from the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
- TT. Work Directive. A Work Directive is a unilateral written order issued by the City directing Contractor to continue performance of the Work or to perform a disputed change in the Work prior to agreement or adjustment, if any, in the Contract Sum, Contract Time, or both.

1.02 REPRESENTATIVES

- A. The Director shall be the representative of the City and, except as otherwise expressly provided herein, shall make all decisions and interpretations to be made by the City under the provisions of the Contract Documents.
- B. The Contractor shall at all times be represented on the Work in person or by a duly designated agent. Instructions and information given by the Director to the Contractor's agent on the Work shall be considered as having been given to the Contractor.

1.03 PERMITS, INSPECTIONS, PLAN CHECKS, AND SIMILAR GOVERNMENTAL APPROVALS AND UTILITIES

- A. **City of Vernon shall obtain all Governmental Approvals and Utility Fees required for the construction of the project.**
- B. Contractor shall obtain a no-fee encroachment permit from the City of Vernon's Public Work, Water and Development Services Department.
- C. All documents evidencing Contractor's satisfaction with all Governmental Approvals and Utility Fees must be submitted to the City prior to submission of the Application for Final Payment.
- D. Where requirements of the Governmental Approvals differ from those of the Drawings and Specifications, the more stringent requirements shall apply.

- E. Unless otherwise specified in the Contract Documents, Contractor shall be responsible for payments of all Utility Fees from the Date of Commencement until City's Final Acceptance of the Work.

1.04 LICENSES

The Contractor shall apply for, obtain, and pay for all licenses required by governing authorities for the Work. Contractor shall apply and pay for a City of Vernon business license.

1.05 ALLOWANCES

- A. Contractor shall include in the Contract Sum and Schedule of Values for Payment, the City's estimated cost established for each Work item covered by an Allowance stated in the Contract Documents. See Paragraph 1.01 for definition of Allowance.
- B. The line item cost estimate established by the City for Work covered by an Allowance includes the cost to Contractor of: all materials and equipment, preparation of submittals; labor; transportation; delivery; handling; installation; supervision; overhead; profit; licenses; bonds; insurance; all sales, use and other taxes legally chargeable; and all other costs and expenses incidental to such Work.
- C. Work items covered by Allowances shall be supplied with such materials and equipment and for such prices approved in advance by City. Contractor shall notify and request City's approval of material equipment, and pricing information for Work covered by an Allowance before ordering the material or equipment and in sufficient time to avoid delay to the Work. City shall provide approval of materials, equipment, and prices with reasonable promptness. The material, equipment, and pricing information submitted by the Contractor to the City's Project Manager shall, at a minimum, include product data and detailed costs of material, equipment, and labor to complete such Work, itemized by costs incurred by Contractor and each subcontractor associated with the performance of such Work. Contractor shall not order materials or equipment or proceed with Work covered by an Allowance until the material, equipment, and pricing information for such Work items have been submitted to the City's Project Representative for review and the Contractor has received City's approval to proceed with a Work item covered by an Allowance.
- D. All expenditures for Allowance Work shall be separately itemized in each Application for Payment.
- E. To the extent that the cost of Work items covered by an Allowance is less than the Allowance cost estimate established by the City, the Contract Sum shall be reduced by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. Similarly, to the extent the cost of Work items covered by an Allowance is greater than the Allowance cost estimate, the Contract Sum shall be increased by Change Order or Construction Change Directive to reflect the actual cost of the Allowance item. If Work items covered by an Allowance are not performed or the City deletes such items from the Scope of Work, the Contract Sum shall be reduced by Change Order or Construction Change Directive to deduct the Cost of the unused Allowance item.

1.06 WAIVER

A waiver by City of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein, whether of the same or a different character.

1.07 DATA TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall furnish the Director with such information as the Director may desire respecting the character of the materials and the progress and manner of the Work, including all information necessary to determine the Contractor's costs, such as the number of persons employed, their pay, the time during which they worked on the various classes of construction, and other pertinent data.

1.08 CONTRACT DRAWINGS

The City will accept no responsibility for errors resulting from misinterpretation or scaling of the Drawings.

1.09 SPECIFICATIONS AND DRAWINGS

- A. The Contractor shall keep on the Work Site a copy of all Specifications, Drawings, and Change Orders pertaining to the Work and shall at all times give the Director access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as though shown or mentioned in both.
- B. In general, the Drawings will show dimensions, positions, and kind of construction; and the Specifications will define materials, quality, and standards. Any Work not particularly detailed, marked or specified, shall be the same as similar parts that are detailed, marked or specified.
- C. The Drawings shall not be scaled to determine dimensions, and in all cases shall be calculated from figures shown on the Drawings. Any discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Director's attention before proceeding with the Work affected by the discrepancy.
- D. Omissions from the Drawings and/or Specifications shall not relieve the Contractor from the responsibility of furnishing, making, or installing all items required by law or code, or usually furnished, made or installed in a project of the scope and general character indicated by the Drawings and Specifications.
- E. For convenience, the Drawings and Specifications may be arranged in various trade subparagraphs, but such segregation shall not be considered as limiting the Work of any subcontract or trade. The Contractor shall be solely responsible for all subcontract arrangements of the Work regardless of the location or provision in the Drawings and Specifications.
- F. The City will furnish free of charge to the Contractor, a maximum of six (6) sets of Contract Drawings and Specifications. The Contractor shall pay for the costs of any additional sets or portions thereof. The Contractor shall be responsible to see that all sets are the same as the up-to-date approved set.

1.10 PRECEDENCE OF CONTRACT DOCUMENTS

- A. In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the following order of precedence:

1. Governmental Approvals including, but not limited to, permits required for the Work
2. Modifications issued after execution of the Contract (including modifications to Drawings and Specifications)
3. The Contract, including all exhibits, attachments, appendices and Addenda, with later Addenda having precedence over earlier Addenda
4. Special Conditions, if any
5. General Conditions
6. Specifications
7. Drawings
8. Bidding Requirements

B. With reference to the Drawings, the order of precedence is as follows:

1. Change Order Drawings
2. Addenda Drawings
3. Contract Drawings
4. Project Drawings
5. Standard Drawings
6. Detail Drawings
7. General Drawings
8. Figures
9. Scaled dimensions

C. Within the Specifications, the order of precedence is as follows:

1. Change Orders
2. Special Conditions
3. Project Technical Specifications
4. Standard Specifications, if any
5. Applicable Trade Association Specifications

1.11 NOTICE OF CONFLICTS

If the Contractor, in the course of the Work, becomes aware of any claimed conflicts, errors or omissions in the Contract Documents or in the City's fieldwork or work of City's separate contractors, the Contractor shall immediately notify the Director in writing. The Director shall promptly review the matter, and if the Director finds a conflict, error or omission, the Director shall determine the corrective actions and advise the Contractor accordingly. If the correction associated with a conflict, error or omission increases or decreases the amount of Work called for in the Contract, the City shall issue an appropriate Change Order in accordance with the Contract Documents. After discovery of an error or omission by the Contractor, any related additional work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Director.

1.12 REPORTS

A. Daily Construction Reports: The Contractor shall prepare a daily construction report recording the following information concerning events at Project site:

1. List of Subcontractors at Project site.
2. List of other contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.

5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.
20. List of visitors to Project Site.
21. List of personnel at Project Site including names and job classifications.
22. Description of Work for the day including locations, quantities and related bid items.

Immediately upon discovery of a difference between field conditions and the Contract Documents, the Contractor shall prepare and submit a detailed report through a Request for Information (RFI). Include a detailed description of the differing conditions, together with recommendations for a remedy.

The Daily Construction Report must be: signed by Contractor's Superintendent, submitted within 24 hours (next Working Day) to the Director, and shall be made available to others as directed by City.

1.13 LINES, GRADES, AND MEASUREMENTS

- A. All lines and grades will be established by the Contractor. The Contractors shall carefully preserve all survey stakes and reference points as far as possible. Should any stakes or points be removed or destroyed unnecessarily by any act of the Contractor or his/her employees, they must be reset to the satisfaction of the Director, at the Contractor's expense.
- B. The Contractor shall inform the Director 48 hours (two Work Days) in advance of the times and places at which he/she intends to Work in order that inspection may be provided, and that necessary measurements for records and payments may be made with minimum inconvenience.
- C. No direct payment will be made for the cost to the Contractor of any of the Work or delay occasioned by giving lines and grades, by making other necessary measurements, or by inspection.

1.14 RIGHT OF WAY

- A. The site for the installation of equipment or the right of way for the Work to be constructed under this Contract will be provided by the City.
- B. The City will provide the appropriate rights of way and property for pipelines and structures. Upon approval by the Director, the Contractor may, without cost, use portions of any of the City's rights of way or property which may be suitable for working space and for storage of equipment and materials. The Contractor will be held responsible for any damage to structures, streets, and roads, trees and landscaping, and for any damage that may result from his/her use of City property.

- C. In case areas additional to those available on the City's rights of way or property are required by the Contractor for his/her operations, he/she shall make arrangements with the property owners for the use of such additional areas at his/her own expense.

1.15 CONTRACTOR'S OPERATIONS/STORAGE YARD

In the event the Contractor requires space for the storage and/or staging of construction materials, supplies, equipment, stockpiling of debris, or any other needs required for construction operations, he/she shall acquire at his/her own expense such areas as he/she may desire. For properties within the City of Vernon, the staging area must be enclosed at Contractor's expense with construction fencing covered with a mesh screen to limit visibility to the site. Private property used for storage of construction material or debris shall be restored to a legal condition with regard to appearance and maintenance upon conclusion of the project. Property should be graded and free of weeds and debris when project is completed.

[END OF ARTICLE]

ARTICLE 2 - PERFORMANCE OF THE WORK

2.01 PERFORMANCE OF WORK - GENERAL

Contractor shall, at its own cost and expense, furnish all necessary materials, labor, transportation, and equipment for doing and performing said Work and the materials used shall comply with the requirements of the Contract Documents. All Work shall be performed and completed as required in the Contract Documents, and subject to the approval of the Director, or his/her designated assistant.

2.02 NO ASSIGNMENT OR DELEGATION

Contractor shall not assign or delegate the duties or obligations under this Contract or his/her interest therein in whole or in part without the prior written consent of the City which may be withheld at the City's sole discretion.

2.03 STANDARD OF PERFORMANCE

Contractor agrees that all services performed hereunder shall be provided in a manner commensurate with the highest professional standards and shall be performed by qualified and experienced personnel; that any Work performed by Contractor under the Contract will be performed in the best manner; that any material furnished shall be subject to the approval of the Director; and that both Work and materials will meet fully the requirements of the Contract Documents. Any work deemed unacceptable by the Director, whether a cause is determined or not shall be repaired or replaced by Contractor at Contractor's expense.

The Contractor shall be responsible for the final product and shall make any quality control, adjustments and corrections necessary to obtain the final product accepted by the City Engineer. The Contractor shall perform process and quality control sampling and testing and exercise management control the work of his/her subcontractors, technicians and workers to ensure that the milling, transporting, recycling, spreading, compaction, and finishing processes conform to these Specifications. The proficiency of testing laboratories and sampling and testing personnel shall be reviewed and approved by the City Engineer prior to providing services to the project. The City Engineer shall have unrestricted access to the laboratory, sampling, testing sites, and all information resulting from mix design and quality control activities. All Quality Control testing results shall be submitted to the City Engineer on a daily basis.

2.04 DEFECTIVE WORK

Within the time periods that the City specifies, the Contractor shall correct all deficient, improperly executed, or unsatisfactory Work determined by the City.

The Contractor shall remove and shall repair or replace, at his/her own expense any part of the Work that is deficient, improperly executed, or unsatisfactorily executed, even though it has been included in the monthly estimates. If he/she refuses or neglects to remove, repair, or replace such defective Work, prior to the City's acceptance of the Work, it may be replaced by the City at the expense of the Contractor, plus 15% for overhead expenses, and his/her sureties shall be liable therefor. (See Paragraph 2.15 for curing defects after acceptance of the Work.)

2.05 CITY'S RIGHT TO CARRY OUT THE WORK

A. Notwithstanding other remedies available to the City, if the Contractor defaults, fails to perform Work required by the Contract Documents, or otherwise neglects to carry out the Work in accordance with the Contract Documents and fails within a 48 hour period after receipt of written notice from the City to commence and correct such default, failure to perform, or neglect with diligence and promptness, the

City, at its sole discretion and without obligation, may, with its own or outside forces, perform the Work Contractor has failed to perform and/or replace or correct deficiencies in the Work. In such case, a Change Order or Construction Change Directive shall be issued deducting from payments then or thereafter due to the Contractor the cost of completion, replacement or correction of such deficiencies, including compensation for additional services by the City's project management staff, the Architect, and their respective consultants made necessary by such default, failure to perform, or neglect, plus 15% for City's overhead expenses. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City immediately. This remedy is cumulative.

- B. The City also has the right, but not the obligation, to self-perform or have outside forces perform portions of the Work previously assigned to Contractor. In such case a Change Order or Construction Change Directive shall be issued, reducing the Contract Sum by the Unit Price(s) applicable to such deleted Work or, in the absence of Unit Prices, an amount that reflects the reasonable cost of performing such deleted Work and the Allowable Mark-Up applicable to such deleted Work.

2.06 COMMUNICATIONS AND NOTICES REGARDING THE WORK

- A. Notices under the Contract Documents shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, or (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

All correspondence with Contractor shall be sent to the following address:

<u>General Pump Company, Inc.</u>	
<u>159 N. Acacia Street</u>	
<u>San Dimas, CA 91773</u>	
Attention:	<u>Daniel Pichardo, Project Engineer</u>
Phone:	<u>(909) 599-9606</u>

All communications shall be copied to City and shall be delivered to City's Director at the address set forth below, with copies to such additional persons as may be directed by City's Director.

<u>City of Vernon</u>	
<u>Vernon Public Utilities</u>	
<u>4305 Santa Fe Avenue</u>	
<u>Vernon, CA 90058</u>	
Attention:	<u>Mark Aumentado, P.E.</u>
Phone:	<u>(323) 583-8811 ext. 309</u>
E-mail:	<u>maumentado@cityofvernon.org</u>

- B. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. All notices received after 5:00 p.m. shall be deemed received on the first business day following delivery. Any technical or other communications pertaining to the Work shall be conducted by Contractor's Project Manager and technical representatives designated by City. Contractor's representatives shall be available at all

reasonable times for consultation and shall be authorized to act on behalf of Contractor in matters concerning the Work.

- C. Contractor shall copy City on all written correspondence pertaining to the Contract between Contractor and any Person other than Contractor's Subcontractors, consultants and attorneys.
- D. Notification of Affected Residents/Businesses. The Contractor shall be responsible for distribution of the general information letter of the project to all affected residents and businesses. A project general information letter and sufficient copies thereof will be prepared by City staff for Contractor distribution to all residents, business establishments, and institutions fronting on or directly affected by the project.

The Contractor shall be responsible for distribution of said letter in handout form to all the appropriate residences and buildings in the subject area. Distribution shall be accomplished in a manner acceptable to the City Engineer and shall be five (5) working days prior to the beginning of construction operations in the immediate vicinity. In addition to the above, the Contractor shall be fully responsible for such other notifications as may be required related to necessary closures of streets, alleys, driveways, etc., or to unavoidable access or parking restrictions. These notifications shall apply where the closures and access or parking restrictions required in the performance of any work under this contract preclude any resident, tenant, or property owner from utilizing the premises or conducting business thereon in a reasonable and customary manner.

Additional notification to the affected businesses and residents shall be prepared by the City and distributed by the Contractor for roadway and driveway closures five (5) working days in advance of any construction work. No removal or excavation work is allowed until the additional notification has been distributed to the affected residents and businesses.

If a Contractor is unable to adhere to his schedule as indicated on his written notification, then all the affected residents and places of business shall be re-notified of the revised schedule, in writing, as indicated above.

Contractor costs for all of the above notifications shall be considered as included in the appropriate items of the Bid Proposal.

- E. Notification of Utilities – The provisions of Section 5 entitled "Utilities" of the "Greenbook" Standard Specifications shall apply. The Contractor shall contact the Underground Service Alert of Southern California (U.S.A.) at least two working days in advance of the construction work

2.07 INDEPENDENT CONTRACTOR

The Contractor in the performance of the Work hereunder will be acting in an independent capacity and not as an agent, employee, partner, or joint venture of the City.

2.08 EMERGENCY WORK

- A. During Working Hours:

In case of an emergency which threatens loss or injury of property, and/or safety of life during working hours, the Contractor shall act, without previous instructions from the City, as the situation may warrant. He/she shall notify the Director of the emergency and the action taken immediately thereafter.

Any compensation claimed by the Contractor, together with substantiating documents in regard to

expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work.

B. Outside of Working Hours:

Whenever, in the opinion of the City, there shall arise outside of the regular Working hours on the Contract Work of an emergency nature which threatens loss or injury of property, or danger to public safety, the Contractor shall act, without previous instructions from the City as the situation may warrant. He/she shall notify the Director of the emergency and the action taken immediately thereafter. Any compensation claimed by the Contractor, together with substantiating documents in regard to expense, shall be submitted to the Director within 15 calendar days after the emergency. Compensation, if allowed, will be paid for as Extra Work. In the event the Contractor is not able to respond to an emergency outside of regular working hours, the City's forces will handle such emergency Work. If such emergency arises out of or is the result of operations by the Contractor, the cost of the corrective measures will be billed to the Contractor and deducted from his/her payment as provided in the Contract Documents. The performance of emergency Work by City forces will not relieve the Contractor of any of his/her responsibilities, obligations, or liabilities under the Contract.

2.09 SUBCONTRACTORS

- A. Each subcontract shall contain a reference to the Contract between the City and the principal Contractor, and the terms of the Contract and all parts thereof shall be made part of each subcontract insofar as applicable to the Work covered thereby. If, in the Director's opinion, the Subcontractor fails to comply with the requirements of the principal Contract insofar as the same may be applicable to the Subcontractor's Work, the Director may disqualify the Subcontractor.
- B. Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any Subcontractor and the City.
- C. The Contractor shall be considered the employer of the Subcontractors and shall be fully responsible to the City for the acts and omissions of Subcontractors and of persons employed by them as the Contractor is for the acts and omissions of persons directly employed by him/her.
- D. The Contractor shall be responsible for the coordination of the trades, Subcontractors, and material suppliers engaged upon the Work. It shall be the Contractor's duty to see that all of his/her Subcontractors commence their Work at the proper time and carry it on with due diligence so that they do not delay or injure either the Work or materials; and that all damage caused by them or their workers is made good at his/her expense.
- E. The City will not undertake to settle differences between the Contractor and his/her Subcontractors or between subcontractors.
- F. The Contractor shall utilize the services of specialty Subcontractors, without additional expense to the City, on those parts of the Work which are specified to be performed by specialty contractors.

2.10 USE OF FACILITIES PRIOR TO COMPLETION OF CONTRACT

- A. Whenever in the opinion of the Director any Work under the Contract, or any portion(s) thereof, is in a condition suitable for use by the City, the City may, after written notice and designation from the Director to the Contractor, use (which includes, but is not limited to, taking over or placing into

service) any portion(s) designated by the Director.

- B. The use of any portion(s) by the City shall not be construed as, and will not constitute acceptance in any sense, of any portion(s) of the Work of the Contractor nor will such use trigger the running of any warranty and/or guarantee periods.
- C. All necessary repairs, renewals, changes, or modifications in the Work or any portion thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship, the operations of the Contractor, or any other cause, shall be made at the expense of the Contractor.
- D. The use of any portion(s) by the City shall not relieve the Contractor of any of his/her responsibilities or liabilities under the Contract nor constitute a waiver by the City of any of the conditions thereof. Said use shall not cancel liquidated damages as of the first date of use, or any continuance thereof, nor impair, reduce, or change the amount of liquidated damages.

2.11 COOPERATION WITH OTHER WORK FORCES

- A. The City reserves the right to perform other Work at or near the site at any time by the use of its own forces or other contractors.
- B. Other contractors, other utilities and public agencies or their contractors, other City contractors, and City personnel may be working in the vicinity during the project construction period. There may be some interference between these activities and the Work under the Contract Documents. The Contractor shall cooperate and coordinate his/her Work with that of other Work forces to assure timely Contract completion.

2.12 AGREEMENTS WITH PROPERTY OWNERS

Agreements with property owners for storing excavated material, storing any other materials, or for any other purpose related to the Work shall be made in writing and a copy submitted to the Director for his/her information. All storage charges shall be at the Contractor's sole expense.

2.13 PROTECTION OF PROPERTY

All public and private property, pavement or improvement, shall be safely guarded from damage or loss in connection with this Contract by the Contractor at all times. Should any facility, structure, or property be damaged during operations of the Contractor, he/she shall immediately notify the property owners or authorities. All damages and losses incurred shall be paid by the Contractor.

2.14 CONTRACTOR'S RESPONSIBILITIES FOR LOSSES OR LIABILITIES

- A. Risk of Loss

Except as otherwise provided in the Contract Documents and except as to the cost of repair or restoration of damage to the Work caused by force majeure, the Contractor shall bear all losses resulting to him/her on account of the amount or character of the Work, or from any unforeseen obstructions or difficulties which may be encountered, or from any encumbrances on the line of the Work, or because the nature of the ground in or on which the Work is done is different from what is assumed. The Contractor shall bear the risk for any City equipment, material, or supplies with which he/she has been entrusted.

B. Materials and Facilities

The Contractor shall be responsible for materials and facilities as hereinafter provided and in the event of his/her failure to carry out said responsibilities, the same may be carried out by the City at the expense of the Contractor:

1. The Contractor shall be responsible for any materials so furnished and for the care of all Work until its completion and final acceptance, and he/she shall at his/her own expense replace damaged or lost materials and repair damaged parts of the Work.
2. The Contractor shall protect City facilities from damage resulting from his/her Work. City facilities damaged by, or as a result of, the Contractor's Work under this Contract shall be repaired or replaced, as directed by the Director, at the Contractor's expense.
3. The Contractor shall remove from the vicinity of the completed Work all buildings, rubbish, unused material, concrete forms, and other materials belonging or used under his/her direction during construction. If Contractor fails to completely remove such items within a reasonable time the City may do so at the Contractor's expense.

C. Laws and Regulations

1. The Contractor shall obey all laws, ordinances, and regulations in any manner affecting those engaged or employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all court orders and decrees having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in this Contract, or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order, or decree, he/she shall immediately report the same in writing to the Director.
2. Contractor shall, at all times, cause all his/her agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, and decrees in effect or which may become effective before Final Completion of this Contract.
3. Nothing in the Contract Documents shall be construed to permit Work not conforming to such laws, ordinances, and regulations. If the Contractor ascertains at any time that any requirement of this Contract is at variance with such applicable law requirement, he/she shall immediately notify the Director.
4. If such applicable law requirement was not in effect on the date of submission of bids, any necessary adjustment of the Contract price shall be made as provided in Article 6 herein. If such applicable law requirement was in effect on said date of bid submission, no adjustment of Contract price will be considered.
5. The Contractor, at his/her own expense, shall pay all taxes properly assessed against his/her equipment, materials, or property used or required in connection with the Work.

2.15 WARRANTY AND CORRECTIONS

A. Warranty

1. Warranty. The Contractor warrants to the City that: (i) materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by

the Contract Documents; (ii) the Work will be of good quality and free from defects; (iii) the Work will conform to the requirements of the Contract Documents; and (iv) Contractor will deliver the Project free of stop notice claims. Work not conforming to these requirements, including substitutions not accepted by the City, will be deemed defective. The Contractor's warranty excludes improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the correction obligation of Paragraph 2.04 herein.

2. Overlap. Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor will be bound by the more stringent requirements.
3. Procurement and Assignment of Warranties: Contractor shall obtain in the name of City, or transfer or assign to City or City's designee prior to the time of Final Completion of the Work, any and all warranties or guarantees which Contractor is required to obtain pursuant to the contract Documents and which Contractor obtained from any other person or entity other than Contractor including, but not limited to, Subcontractors and manufacturers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. Contractor shall secure written warranties from all Subcontractors. Contractor and its Subcontractors shall offer any warranty upgrades or extensions that are offered by manufacturers of any equipment or system installed in the Work to the City. Contractor shall deliver to City all warranty and guarantee documents and policies.
4. Survival of Warranties: The provisions of this paragraph 2.15 will survive Contractor's completion of the Work or termination of Contractor's performance of the Work.

B. Correction of Work

1. Before or After Final Completion. The Contractor shall promptly correct Work rejected by the City or City's designee, as failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing, inspections, and compensation for the City's services and expenses made necessary thereby, will be at the Contractor's expense within the Contract Price.
2. After Final Completion.
 - (a) In addition to the Contractor's warranty obligations under Paragraph 2.15-A, if, within one (1) year after the date of Final Completion of the Work or within the time period established by any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall commence correction or replacement of such Work within forty-eight (48) hours after receipt of written notice from the City to do so. The Contractor shall perform such corrective work without charge or cost to the City after Final Completion of the Work. The City shall give such notice promptly after discovery of the condition.
 - (b) If the Contractor fails to commence correction or replacement of non-conforming Work within forty-eight (48) hours after receipt of written notice, the City will proceed to have defects repaired or replaced at the expense of the Contractor and its Performance Bond surety, plus fifteen percent (15%) for the City's overhead

and administrative expense. The City may charge such costs against any payment due Contractor. If, in the opinion of the City, defective work creates a dangerous or hazardous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City may take immediate action, give notice, make such correction, or provide such attention and the cost of such correction or attention will be charged against the Contractor. Such action by the City will not relieve the Contractor of the warranties provided in this Article or elsewhere in the Contract Documents.

3. Replacement or Removal of Defective or Unauthorized Work. The Contractor shall remove from the Site and replace those portions of the Work which are not in accordance with the requirements of the Contract Documents in a manner acceptable to and as ordered by the Director. No compensation shall be allowed for such removal or replacement. Director shall have authority to cause defective work to be remedied, removed or replaced and to deduct the costs from monies due or to become due to the Contractor.
4. Destruction or Damage. In the event the Contractor destroys or damages any construction of the City or another contractor while correcting or removing Work which is not in accordance with the requirements of these Contract Documents, the Contractor shall bear the cost of repairing or reconstructing that other construction as well.
5. No Limitation. Nothing contained in Paragraph 2.15-B will be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Paragraph 2.15-B relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the limitations periods established by statute for any construction defect or other causes of action.

2.16 CLEANING AND ENVIRONMENTAL CONTROLS

The Contractor, Subcontractors and employees shall comply with all litter and pollution laws and it shall be the responsibility of the Contractor to ensure compliance. The Contractor shall do all of the following:

- A. Maintain the Site free of waste materials, debris, and rubbish and in a clean and orderly condition; and Remove waste materials, debris and rubbish from site and dispose off-site legally.
- B. The Contractor shall maintain at his/her disposal any and all equipment necessary to prevent and remediate any sanitary sewer overflow arising out of the Work. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles, as directed by the Director, to maintain the affected areas in a condition of cleanliness acceptable to the City at all locations affected by the Contractor's operations. For purposes of this Paragraph, the affected areas include the project Site as well as all haul routes to and from the project Site and all areas of construction and restoration which have not been completed.
- C. The Contractor shall take appropriate action to ensure that no dust originates from the project Site.
- D. Any equipment or vehicles driven and/or operated within or adjacent to a street gutter, storm drain, runoff conveyance or ocean shall be checked and maintained daily to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- E. No debris, soil, silt, sand, bark, trash, sawdust, rubbish, cement or concrete or washings thereof, oil or

petroleum products or other organic or earthen material from any construction, or associated activity or whatever nature shall be allowed to enter into or placed where same may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the Work area.

2.17 WATER POLLUTION CONTROL

- A. The Contractor shall meet all applicable City of Vernon, state and federal clean water laws, rules and regulations including but not limited to all conditions set forth in the Vernon Municipal Code Chapter 21, Article 5 regarding stormwater and urban runoff controls as it relates to public agency activities including, but not limited to storm and/or sanitary sewer system inspection and repair, street sweeping, trash pick-up and disposal, and street and right-of-way construction and repair are required to implement and maintain the activity specific Best Management Practices (BMPs) listed in Table 2-1 below in compliance with the National Pollutant Discharge Elimination System (NPDES) requirements. Contractor shall not discharge any water containing trash, debris, pollutants, fuels, oils, soaps or other non-allowable constituents from its sweeping vehicles upon any city street, to any storm drain or any non-permitted outlet. As part of its submission, contractor shall describe its methods for preventing NPDES violations during sweeping operations within the City. In addition, Contractor shall comply with all NPDES requirements at its maintenance facilities, storage yards and company facilities. Failure to comply with this section may result in termination for cause by the City of any contract resulting from this solicitation.

Table 2-1. BMPs for Public Agency Facilities and Activities

General and Activity Specific BMPs	
General BMPs	Scheduling and Planning
	Spill Prevention and Control
	Sanitary/Septic Waste Management
	Material Use
	Safer Alternative Products
	Vehicle/Equipment Cleaning, Fueling and Maintenance
	Illicit Connection Detection, Reporting and Removal
	Illegal Spill Discharge Control
	Maintenance Facility Housekeeping Practices
Flexible Pavement	Asphalt Cement Crack and Joint Grinding/ Sealing
	Asphalt Paving
	Structural Pavement Failure (Digouts) Pavement Grinding and Paving
	Emergency Pothole Repairs
	Sealing Operations
Rigid Pavement	Portland Cement Crack and Joint Sealing
	Mudjacking and Drilling
	Concrete Slab and Spall Repair
Slope/Drains/Vegetation	Shoulder Grading
	Nonlandscaped Chemical Vegetation Control
	Nonlandscaped Mechanical Vegetation Control/Mowing
	Nonlandscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal

	Fence Repair
	Drainage Ditch and Channel Maintenance
	Drain and Culvert Maintenance
	Curb and Sidewalk Repair
Litter/ Debris/ Graffiti	Sweeping Operations
	Litter and Debris Removal
	Emergency Response and Cleanup Practices
	Graffiti Removal
Landscaping	Chemical Vegetation Control
	Manual Vegetation Control
	Landscaped Mechanical Vegetation Control/ Mowing
	Landscaped Tree and Shrub Pruning, Brush Chipping, Tree and Shrub Removal
	Irrigation Line Repairs
	Irrigation (Watering), Potable and Nonpotable
Environmental	Storm Drain Stenciling
	Roadside Slope Inspection
	Roadside Stabilization
	Stormwater Treatment Devices
	Traction Sand Trap Devices
Bridges	Welding and Grinding
	Sandblasting, Wet Blast with Sand Injection and Hydroblasting
	Painting
	Bridge Repairs
Other Structures	Pump Station Cleaning
	Tube and Tunnel Maintenance and Repair
	Tow Truck Operations
	Toll Booth Lane Scrubbing Operations
Electrical	Sawcutting for Loop Installation
Traffic Guidance	Thermoplastic Striping and Marking
	Paint Striping and Marking
	Raised/ Recessed Pavement Marker Application and Removal
	Sign Repair and Maintenance
	Median Barrier and Guard Rail Repair
	Emergency Vehicle Energy Attenuation Repair
Storm Maintenance	Minor Slides and Slipouts Cleanup/ Repair
Management and Support	Building and Grounds Maintenance
	Storage of Hazardous Materials (Working Stock)
	Material Storage Control (Hazardous Waste)
	Outdoor Storage of Raw Materials
	Vehicle and Equipment Fueling
	Vehicle and Equipment Cleaning
	Vehicle and Equipment Maintenance and Repair
	Aboveground and Underground Tank Leak and Spill Control

B. Water Quality Protection Requirements for Construction Projects with Less than One (1) Acre of Disturbed Soil.

All construction projects, regardless of size, will be required to implement best management practices (BMPs) necessary to reduce pollutants to the Maximum Extent Practicable (MEP) to meet the minimum water quality protection requirements and implement all applicable set of BMPs as defined in Table 2-2.

Table 2-2 Minimum Water Quality Protection Requirements and Applicable Set of BMPs for All Construction Projects		
Category	Minimum Requirements	BMPs
1. Sediment Control	Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs.	Sediment Control
2. Non-Stormwater Management, Waste Management and Materials Pollution Control	Construction-related materials, wastes, spills or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff. Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project sites.	Stormwater Management; Waste Management
3. Erosion Control	Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.	Erosion Control

Please refer to the California Stormwater Quality Association's Construction Handbook (available on their website: www.cabmphandbooks.com) for further information regarding the BMPs listed in Table 2-2.

All construction projects with Less than One (1) Acre of Disturbed Soil shall submit to the City a signed Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit (Exhibit A5).

The Contractor may self-certify that the following training was completed on an annual basis providing they certify they have received all applicable training:

- The Contractor shall train all of their employees in targeted positions (whose interactions, jobs, and activities affect stormwater quality) on the requirements of the overall stormwater management program.
- When the Work includes the use or have the potential to use pesticides or fertilizers, the Contractor shall train all of their employees (whether or not they normally apply pesticides or fertilizers as part of their work). Training programs shall address:
 - 1) The potential for pesticide-related surface water toxicity
 - 2) Proper use, handling, and disposal of pesticides

- 3) Least toxic methods of pest prevention and control, including Integrated Pest Management
 - 4) Reduction of pesticide use
- C. Water Quality Protection Requirements for Construction Projects with One (1) Acre (or greater) of Disturbed Soil. In addition to the minimum BMPs required in Paragraphs A and B, all construction projects where at least one (1) acre of soil will be disturbed, construction activity that results in land surface disturbances of less than one acre if the activity is part of a larger common plan of development, or the sale of one or more acres of disturbed land surface requires a Construction Activities Storm Water General Permit (2009-0009-DWQ Permit).

Prior to commencement of construction activities, the Permit Registration Documents (PRDs) must be submitted electronically in the Storm Water Multi-Application Report Tracking System (SMARTS) (<http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp>). PRDs consist of the Notice of Intent, Risk Assessment, Post-Construction Calculations, a Site Map, the Storm Water Pollution Prevention Plan (SWPPP), a signed certification statement by the Legally Responsible Person (LRP), and the first annual fee.

See: http://www.swrcb.ca.gov/water_issues/programs/stormwater/construction.shtml for more information. A Waste Discharger Identification (WDID) will be emailed to the LRP after the PRDs have been submitted and are deemed complete. Construction activities cannot begin until a WDID is issued by the State Water Resources Control Board. Contractor shall bear the costs of any delays to the Project caused by a delay in obtaining its WDID.

The SWPPP shall include:

1. The name, location, period of construction, and a brief description of the project;
2. Contact information for the owner and contractor;
3. The building permit number for the project;
4. The grading permit number for the project (where applicable);
5. A list of major construction materials, wastes, and activities at the project site;
6. A list of best management practices to be used to control pollutant discharges from major construction materials, wastes, and activities;
7. A site plan (construction plans may be used) indicating the selection of BMPs and their location where appropriate;
8. Non-storm water discharges, their locations, and the BMPs necessary to prevent the discharge;
9. A maintenance and self-inspection schedule of the BMPs to determine the effectiveness and necessary repairs of the BMPs; and
10. A certification statement that all required and selected BMPs will be effectively implemented.

Within seven (7) days after the City awards the Contract, the Contractor shall submit seven (7) copies of the proposed SWPPP to the City. The City shall review the SWPPP within 14 days of receipt of the plan. If revisions are required, the Contractor shall revise and re-submit the document within seven (7) days of its receipt of the City's comments. The City shall then have seven (7) days to consider the revisions made by the Contractor and approve the SWPPP.

The Contractor shall maintain a minimum of two (2) readily accessible copies of the SWPPP at the Project site. The SWPPP shall be made available upon request of a representative of the Los Angeles Regional Water Quality Control Board (LARWQCB) or the U.S. Environmental Protection

Agency (U.S. EPA). Requests by environmental groups and the public shall be directed to the City.

D. Best Management Practices

The objective of the SWPPP is to identify potential sources of pollution that may reasonably affect the quality of storm water discharge associated with construction activities. The plan will describe and ensure the implementation of Best Management Practices (BMPs) which will be used to reduce pollutants in the storm water discharges from the construction site. A Best Management Practice is defined as any program, technology, process, operating method, measure, or device that controls, prevents, removes, or reduces pollution. The Contractor shall select appropriate BMPs from the California Stormwater BMP Handbook, Municipal, Industrial, New Development, and Construction Volumes (www.cabmphandbooks.com) in conjunction with all activities and construction operations. Copies of the California Stormwater BMP Handbooks may be obtained from:

California Stormwater Quality Association
P.O. Box 2313
Livermore, CA 94551
www.cabmphandbooks.com

Cashier
Los Angeles County DPW
900 South Fremont Avenue
Alhambra, CA 91803
Tel. No. (626) 458-6959

E. Implementation

The Contractor will be responsible throughout the duration of the Project for the installation, monitoring, inspection and maintenance of the BMPs included in the SWPPP and for removing and disposing of temporary BMPs. The Contractor may be required to implement additional BMPs as a result of changes in actual field conditions, contractor's activities, or construction operations.

The Contractor shall demonstrate the ability and preparedness to fully deploy these SWPPP control measures to protect soil-disturbed areas of the project site before the onset of precipitation and shall maintain a detailed plan for the mobilization of sufficient labor and equipment to fully deploy these control measures.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with these control measures unless fair weather is predicted through the following day. The Contractor shall monitor daily weather forecasts. If precipitation is predicted prior to the end of the following workday, construction scheduling shall be modified, as required, and the Contractor shall deploy functioning control measures prior to the onset of the precipitation.

The City may order the suspension of construction operations which are creating water pollution if the Contractor fails to conform to the requirements of this Paragraph 2.17. Unless otherwise directed by the City, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of the Work.

F. Sewage Spill Prevention. The Contractor's attention is directed to the sewer bypass operation required during any sewer construction pursuant to the 2012 edition of the "Greenbook" Standard Specifications for Public Works Construction, Section 500.1.2.4 or as that section is subsequently amended.

The Contractor shall exercise extraordinary care to prevent the cause of events that may lead to a sewage spill. In the event of a sewage spill, the Contractor shall make arrangements for an emergency response unit comprised of emergency response equipment and trained personnel to be immediately dispatched to the project site.

The Contractor shall be fully responsible for preventing and containing sewage spills as well as recovering and properly disposing of raw sewage. In addition, the Contractor is responsible for any fines, penalties and liabilities arising from negligently causing a sewage spill. Any utility that is damaged by the contractor shall be immediately repaired at the Contractor's expense. The Contractor shall take all measures necessary to prevent further damage or service interruption and to contain and clean up the sewage spills.

G. Sewage Spill Telephone Notification

Should a sewage spill occur, the Contractor shall immediately report the incident to both of these two City Departments:

Sewer Maintenance ServicesCity of Vernon Control Center (323) 826-1461

Fire Department Dispatch Center (323) 262-2111

The Contractor is encouraged to obtain telephone numbers, pager numbers and cellular telephone numbers of City representatives such as Project Managers and Inspectors. However, if these City representatives are not available, then the Contractor shall immediately call:

Mark Aumentado (323) 583-8811 ext. 309

H. Sewage Spill Written Notification

The Contractor shall prepare and submit a written report to the Director within three (3) Working Days from the occurrence of a spill to the City. This report shall describe all of the following:

1. The exact location on the Thomas Guide map.
2. The nature and volume.
3. The date, time and duration.
4. The cause.
5. The type of remedial and/or cleanup measures taken and date and time implemented.
6. The corrective and preventive action taken.
7. The water body impacted and results of necessary monitoring.

I. Enforcement

The City is subject to enforcement actions by the LARWQCB, U.S. EPA, environmental groups and private citizens. The Contractor shall indemnify, defend and hold City, its officers, agents and employees harmless from Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. Contractor shall be responsible for all costs and liabilities imposed by law as result of Contractor's failure to comply and/or fulfill the requirements set forth in this Paragraph 2.17. The costs and liabilities include, but are not limited to fines, penalties and damages whether assessed against the City or the Contractor.

In addition to any remedy authorized by law, any money due to the Contractor under this contract shall be retained by the City until all costs and liabilities imposed by law against the City or Contractor have been satisfied.

J. Maintenance

The Contractor shall ensure the proper implementation and functioning of BMP control measures and shall regularly inspect and maintain the construction site for the BMPs identified in the SWPPP. The Contractor shall identify corrective actions and time frames in order to properly address any damaged measure, or reinstate any BMPs that have been discontinued.

If the City identifies a deficiency in the deployment or functioning of identified control measures, the deficiency shall be corrected by the Contractor immediately or by a later date and time if agreed to by Director and if requested in writing, but not later than the onset of the subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the City.

K. Payment

All costs involved in the implementation of the SWPPP, including furnishing all labor, materials, tools, equipment and all incidentals; and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those that were installed as a part of another structure, shall be included in the unit prices bid for the various related items of work and no additional compensation will be made therefor.

2.18 SOLID WASTE DISPOSAL AND DIVERSION

The Contractor shall submit to the Director the following summary of solid waste generated by the Work, disposed in Class III landfills, or diverted from disposal through recycling. Report disposal in inert fill separately. This form must be accompanied by legible copies of weight tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that are acceptable to the Director. Further, the documents must be submitted to the Director with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments.

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Title: _____ Specification No. _____

Type of Material	(a) Disposed in Class III Landfills	(b) Diverted from Class III Landfills by	(c) [Leave This Column Blank]	(d) Disposed in Inert Fills
	Tons/CY	Tons/CY	Tons/CY	Tons/CY
Asphalt				
Concrete				
Metal				
Other Segregated Materials (Describe):				
Miscellaneous Construction Waste				
Total				

Form to be submitted to the City

SIGNATURE: _____

TITLE: _____

DATE: _____

2.19 RECYCLED, REUSABLE AND RECYCLABLE PRODUCTS

The Contractor is encouraged to propose recycled, reusable and recyclable products for use by the City. Those items should be clearly identified. The City may require further information or documentation to ascertain the suitability/appropriateness of a proposed product.

[END OF ARTICLE]

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

3.01 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

A. Notice to Proceed

The Contractor is not authorized to perform any Work the Contract Documents until he/she has received from the City an official notification to commence Work. The date on which the notification is received by the Contractor is herein referred to as the Notice to Proceed. The Contractor shall commence Work on the Date of Commencement established in the Notice to Proceed is issued. The Notice to Proceed shall be issued after the Contract is properly executed, bonds are furnished and approved, and insurance has been submitted and approved.

B. Prosecution of the Work

Work shall be continued at all times with such force and equipment as will be sufficient to complete it within the specified time. The Contractor expressly proposes that he/she has taken into consideration and made allowances for all ordinary delays and hindrances to the Work to be performed and that he/she will complete the Work within the specified time.

C. Required Contract Completion

Time is of the essence in the completion of this Contract. The Work shall be completed in its entirety and made ready for service within one thousand ninety-five (1,095) calendar days following the Date of Commencement established in the Notice to Proceed ("Contract Time"). By executing the Contract, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

3.02 CITY'S DISCRETION TO EXTEND CONTRACT TIME

In the event the Work required hereunder is not satisfactorily completed in all parts and in compliance with the Contract Documents, City shall have the right, in its sole discretion, to increase the number of Working Days or not, as may seem best to serve the interest of City. A change order extending the Contract Time only will be issued by the City should the City decide to increase the number of Working Days.

3.03 SUBSTANTIAL COMPLETION

A. Contractor Request for Inspection and Punch List

When the Contractor considers that it has achieved Substantial Completion of the Work, or designated portion thereof, Contractor shall prepare and submit to the Director a request for inspection and a comprehensive punch list of items to be completed or corrected prior to Final Payment. Failure to include an item on such punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

B. City Inspection

Upon receipt of the Contractor's punch list, the Director will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the Contractor's punch list, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before City's issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by City.

The Contractor shall then submit a request for another inspection by City to determine Substantial Completion.

C. Certificate of Substantial Completion

When the Work or designated portion thereof is substantially complete, the Director will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the Contractor's punch list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. Contractor shall deliver to City all warranty and guarantee documents and policies.

3.04 DELAYS AND EXTENSIONS OF TIME FOR CONTRACTOR

- A. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. In the event of any delay to the Work, the Contractor shall revise his/her sequence of operations, to the extent possible under the terms of the Contract, to offset the delay.
- B. If any delay to the Work is caused by circumstances within the Contractor's control, it is not excusable and not compensable, and the Contractor will not be entitled to any extension of time or to any other compensation for damages resulting directly or indirectly therefrom.
- C. If any delay having a direct effect on the Work is caused by circumstances beyond the control of the Contractor except for causes of delay specified in Paragraph 3.04-D., such delay may be excusable and may entitle the Contractor to an equivalent extension of time, but not to any other compensation. Excusable but not compensable causes include but are not limited to labor disputes, weather conditions unfavorable for prosecution of the Work, and force majeure.
- D. If any delay having a direct effect on the Work is caused by failure of the City to provide information as specified, or necessary instructions for carrying on the Work, or to provide the necessary right of way or site for installation, or failure of a utility to remove or relocate an existing facility such delay may be compensable and may entitle the Contractor to an equivalent extension of time, and to compensation for damages resulting directly from any of the causes of delay specified in this paragraph.
- E. The Contractor shall notify the Director in writing of any delay having a direct effect on the Work and the causes thereof within 15 days from the beginning of such delay.
- F. Any claim for an extension of time or for compensation for damages resulting from delay shall be made in writing to the Director not more than 30 days after the ending of such delay. The Contractor shall provide a written report evaluating the impact of the delay which shall include, at a minimum, all of the following:
 - 1. a narrative description of the delay and its impact on the critical path to Substantial Completion of the Work or a portion of the Work designated by City;
 - 2. a detailed breakdown of the Allowable Costs, if any, sought by Contractor due to the delay;
 - 3. the number of days of extension sought by Contractor as an adjustment to the Contract time;
 - 4. a statement that Contractor has complied with the requirements of the General Conditions for written notice of delays, along with the dates and copies of such notices;
 - 5. the measures taken by Contractor and Subcontractors to prevent or minimize the delay; and

6. the Contactor's recommendations for reordering or re-sequencing the Work to avoid or minimize further delay.

No extension of time or compensation for damages resulting from delay will be granted unless the delay affects the timely completion of the overall Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified.

- G. The Director will investigate the facts and ascertain the extent of the delay, and his/her findings thereon shall be final and conclusive.
- H. Failure of the Contractor to give written notice of a delay, or to submit or document a claim for an extension of time or for damages resulting from delay in the manner and within the times stated above shall constitute a waiver of all claims thereto.
- I. When a Contractor experiences two concurrent delays, one compensable and the other excusable, no compensation other than an extension of time will be allowed.
- J. An extension of time must be approved by the Director to be effective, but an extension of time whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the Contract.

3.05 CLIMATIC CONDITIONS

- A. The Director may suspend the Work whenever weather conditions or conditions resulting from inclement weather are unfavorable for the prosecution of the Work. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- B. If the Contractor believes that Work should be suspended under this Paragraph 3.05, he/she may request such suspension. The delay caused by such suspension may entitle the Contractor to an extension of time but not to any other compensation.
- C. No extension of time will be granted for suspension of Work unless the suspension affects the timely completion of all Work under the Contract or the timely completion of a portion of the Work for which a time of completion is specified. Determination that the suspension for inclement weather conditions or conditions resulting from inclement weather affects timely completion and entitles the Contractor to an extension of time shall be made and agreed to in writing by the Director and the Contractor on each day that Work is suspended. In the event of failure to agree, the Contractor may protest under the provisions of Paragraph 7.07.
- D. If Work is suspended and an extension of time is granted under this Paragraph 3.05 the Contractor will be entitled to a one day extension of time for each day that he/she is unable to Work at least one-half of his/her current normal Work day; and if the Work is suspended at the regular starting time on any Work day and the Contractor's Workforce is dismissed as a result thereof, then he/she will be entitled to a one day extension of time whether or not conditions change thereafter and the major portion of the day is suitable for Work.

3.06 COMPLETION AND ACCEPTANCE

- A. Upon request by the Contractor, the Director shall conduct a final inspection of the Work. If, in the Director's opinion, Final Completion has been achieved, the Director will accept the Work by issuing a "Notice of Completion" of the Work to the Contractor. Upon the issuance of the Notice of Completion the Contractor will be relieved from responsibility to protect the Work.
- B. Within 15 calendar days after issuing the Notice of Completion, the Director will record the Notice of Completion with the County Recorder.

3.07 LIQUIDATED DAMAGES

- A. Contractor and City agree to liquidate damages in the amount of five hundred dollars (\$500.00) per day, with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. The Contractor acknowledges and agrees that the liquidated damages are intended to compensate City solely for the Contractor's failure to meet the deadline for Substantial Completion and shall not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- B. In the event that Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Contractor agrees to pay City the amount specified in the Contract form for each calendar day that Substantial Completion is delayed.
- C. Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the effective date hereof and have agreed to such liquidated damages to fix City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amount are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- D. It is further mutually agreed that City shall have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages. Contractor shall pay the difference to City.

[END OF ARTICLE]

ARTICLE 4 - CONSTRUCTION SCHEDULES

4.01 BASELINE PROJECT SCHEDULE

The Contractor shall submit his/her work Baseline Project Schedule, in electronic as well as hard-copy format, to the Director at the pre-construction meeting showing in detail how the Contractor plans to execute and coordinate the Work. The construction schedule shall show the sequence of work, critical path and estimated time for completion of each segment of work. This schedule must be reviewed and accepted by the Director before the Contractor will be permitted to begin work. In addition, the Contractor shall submit a detailed schedule forecasting two (2) weeks of work describing each day's work. This schedule shall be updated and submitted to the City every other Monday during the construction period. The Contractor shall give 48 hours notice to the City Engineer prior to the start of the work.

A. Format

1. At a minimum, the Baseline Project Schedule activities shall be coded on a work discipline basis and by geographic area or location on the Project. The Baseline Project Schedule shall include a detailed description of each activity code. The Baseline Project Schedule shall be based on and incorporate contract milestone and completion dates specified in the Contract Documents. It shall depict events, jobs, and their interrelationships and shall recognize the progress that must be made on one task before subsequent tasks can begin. The schedule shall be comprehensive and shall include all logical interdependencies and interactions required to perform the Work of the Project.
2. Overall time of completion and time of completion for each milestone shown on the Schedule shall adhere to the specified Contract Time, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City and formalized by Change Order.
3. Contractor shall use the latest version of Microsoft Project or equivalent software agreed to by the parties.
4. The City will review the submitted Baseline Project Schedule for conformance with these scheduling requirements. Within fourteen (14) calendar days after receipt, the City will accept the proposed Baseline Project Schedule or will return it with comments. If the proposed Baseline Project Schedule is accepted by the City, it shall be deemed part of the Contract Documents. If the Baseline Project Schedule is not accepted by City, Contractor shall revise the Baseline Project Schedule, in accordance with the recommendations of the City, and re-submit same for acceptance, no later than seven (7) calendar days after receipt of said recommendation.
5. Acceptance of Baseline Project Schedule by City, failure to include an element of work, or inaccuracy in Baseline Project Schedule shall not relieve Contractor from the responsibility for accomplishing the Work in accordance with the Contract Documents.

B. Float

1. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion of the milestones and/or time of completion. All other Work activities are defined as non-critical Work activities and are considered to have float. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of the milestones and/or time of completion. Float is considered a Project resource available to either party or both parties as needed. Once identified, Contractor shall monitor, account for, and maintain float in accordance with Critical Path Methodology.

2. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume all float associated with that non-critical Work activity and cause the Work activity to become critical.
3. It is acknowledged that City-caused time savings (i.e., critical path submittal reviews returned in less time than allowed by the Contract Documents, approval of substitution requests which result in a savings of time for Contractor, etc.) create shared float. Accordingly, City-caused delays may be offset by City-caused time savings.

C. Weather (This section applies only to projects of one (1) year duration or longer)

The completion time contemplated by this Contract anticipates zero lost days (Work Days) due to normal weather conditions annually and prorated for any duration less than twelve months. Only unusual or extreme weather conditions, as determined by the National Oceanic and Atmospheric Administration, for the time of year will be considered as justification for an extension of time to complete the Project, and only after the zero weather days have been utilized. Annual weather days are not cumulative, and unused days shall become "float" for the benefit of the project, and the schedule adjusted accordingly. The use of weather days by the Contractor shall be subject to all the conditions of claim for an extension of time. The Contractor shall notify the City in writing within ten (10) days of the commencement of each rain event.

D. Early Completion

While the Contractor may schedule completion of the Project earlier than the date established by the Contract Documents, no additional compensation shall become due the Contractor for the use of float time between the Contractor's projected early completion date and the date for Substantial Completion established by the Contract Documents, unless an earlier (advanced) time of completion is requested by Contractor, agreed to by the City, and formalized by Change Order.

4.02 SCHEDULE UPDATES

- A. With each Application for Payment submitted by Contractor (other than the final Application for Payment), the Contractor shall submit to the City an updated Project Schedule revised to indicate the Work completed, status of Work in progress, all progress slippages, corrective actions taken, or slippage carry-over, for all anticipated delays or difficulties, and all other information required to accurately present the actual status of the progress of the Work as of the date of the Application for Payment. If the Contractor does not submit an updated Project Schedule with an Application for Payment, City may withhold payment, in whole or in part, until the updated Project Schedule is submitted. In the event that an update to the Project Schedule indicates a delay to the Contract Time the Contractor shall propose an affirmative plan to correct each such delay, including overtime and/or additional labor, if necessary. In no event shall any Project Schedule update constitute an adjustment in the Contract Time, any deadline, or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order or Work Directive.
- B. At no time shall historical data contained within the updated Project Schedule (i.e. completed activities) be removed and/or altered in any way. This historical data is to be preserved within each of the updated Project Schedules and submitted with the final schedule update to reflect the actual start and finish dates for each activity within the Schedule.
- C. Any work stoppages within individual work activities that exceed seven (7) calendar days in duration shall be clearly indicated within the updated Project Schedule. In cases where unplanned activity work

stoppages exceed seven (7) calendar days activities shall be added to the Project Schedule to clearly indicate the work stoppage period and identify forecasted resumption and completion of the activity where work has stopped. Contractor shall clearly note all schedule revisions when Project Schedule updates are submitted, as required in this Paragraph 4.02 above.

4.03 NONCOMPENSABLE EXTRAORDINARY MEASURES

- A. Should the City determine, in its sole judgment, that the performance of the Work has not progressed to the level of completion required by the Contract Documents, City shall have the right to order the Contractor to take corrective measures to expedite the progress of construction, at no additional cost to the City, including, without limitation, the following:
1. Working additional shifts of overtime.
 2. Supplying additional manpower, equipment, and/or facilities.
 3. Reschedule activities to maximize practical concurrence of accomplishment of activities.
 4. Submitting a Recovery Schedule discussed above, for resequencing performance of the Work or other similar measures.
 5. Any other actions that may be necessary to mitigate delays.
- B. Such Extraordinary Measures shall continue until the progress of the Work is no longer behind schedule and/or reaches the stage of completion required by the Contract Documents. Contractor shall not be entitled to an adjustment in the Contract Sum in connection with the performance of any such Extraordinary Measures required by the City under this Paragraph. The City may exercise the rights furnished the City pursuant to this Paragraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time or interim completion dates set forth in the Contract Documents. If Contractor or its Subcontractors fail to implement or commence Extraordinary Measures within ten (10) calendar days of City's written demand, City may, without prejudice to other remedies, take corrective action at the expense of the Contractor which shall reduce the Contract Sum accordingly.

4.04 CONDITION OF PAYMENT

Compliance by Contractor with the requirements of the Contract Documents pertaining to preparation, submission, revising and updating of the Schedule is a condition precedent to City's obligation to make payment to Contractor of any or all sums that might otherwise be due to Contractor in the absence of such noncompliance. Payment by City under circumstances in which City, for any reason, fails or elects not to assert its right to withhold payment for noncompliance with this Paragraph shall not be construed as a waiver of the right to withhold future payments on account of such noncompliance or any other noncompliance.

[END OF ARTICLE]

ARTICLE 5 - SUSPENSION OR TERMINATION OF CONTRACT

5.01 TERMINATION BY THE CONTRACTOR

- A. Contractor shall have the right to terminate its performance of the Contract only upon the occurrence of one of the following:
1. The Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, due to:
 - a. the issuance of an order of a court or other public authority having jurisdiction; or
 - b. an act of government, such as a declaration of national emergency making material unavailable;and Contractor has given City written notice within ten (10) days of the occurrence of such ground for termination, then the Contractor may, upon thirty (30) additional calendar days written notice to City, unless the reason has theretofore been cured, terminate its performance of the Work.
 2. The Work is stopped for a period of 120 consecutive days through no act or fault of Contractor, any Subcontractor, Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, because the City has persistently failed to perform any material obligation under the Contract Documents and fails to cure such default within ninety (90) days after the receipt of notice from Contractor stating the nature of such default.
- B. If Contractor terminates its performance of the Contract in accordance with this Paragraph 5.01, the City shall pay Contractor for the Work executed through the date of termination as set forth in Paragraph 5.04-C below.

5.02 TERMINATION BY THE CITY FOR CAUSE

A. Grounds

The City shall have the right to terminate the Contractor's performance of the Contract, in whole or in part, without liability to City if:

1. Contractor fails promptly to begin the Work under the Contract Documents; or
2. Contractor refuses or fails to supply enough properly skilled workers or proper materials; or
3. Contractor fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work; or
4. Contractor discontinues the prosecution of the Work (exclusive of work stoppage: (a) due to termination by City; or (b) due to and during the continuance of a Force Majeure event or suspension by City); or

5. Contractor fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from City to do so or (if applicable) after cessation of the event preventing performance; or
6. Any representation or warranty made by Contractor in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Contractor pursuant to the Contract Documents shall have been false or materially misleading when made; or
7. Contractor fails to make payment to Subcontractors or Material Suppliers for materials or labor in accordance with the respective Contract Documents and applicable law; or
8. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
9. Contractor is guilty of breach of a provision of the Contract Documents; or
10. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Contract and declare it null and void.

B. City's Rights.

When any of the reasons specified in Paragraph 5.02-A exist, the City may, in addition to and without prejudice to any other rights or remedies of the City, and after giving the Contractor five (5) calendar days written notice, terminate Contractor's performance of the Work, in whole or in part, and may:

1. Take possession of the site and all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor;
2. Withhold from Contractor amounts unpaid hereunder and to offset such amounts against damages or losses incurred by City;
3. Accept assignment of subcontracts from Contractor, at the sole discretion of City, and
4. Finish the Work by whatever reasonable method the City may deem expedient.

Upon request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

C. Costs

If City's costs to complete and damages incurred due to Contractor's default exceed the unpaid Contract balance, the Contractor shall pay the difference to the City.

D. Wrongful Termination

If it has been adjudicated or otherwise determined that City has wrongfully terminated the Contractor

for cause, then said termination shall be deemed converted to a termination for convenience as set forth in Paragraph 5.04 and Contractor's remedy for wrongful termination in such event shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 5.04.

5.03 PARTIAL DELETION OR SUSPENSION OF WORK BY THE CITY

- A. Contractor agrees that the City may determine whether any or all of the Work described in the Contract Documents shall be deleted or performance suspended without electing to terminate the Contractor's performance under the Contract and without any penalty being incurred by the City.
- B. Any such partial deletion or suspension of the Work shall in no way void or invalidate the Contract nor shall it provide Contractor with any basis for seeking payment from City for Work deleted or suspended except to the extent such Work has already been performed and is otherwise compensable under the Contract.
- C. The City shall have the right to later have any such suspended or deleted Work performed by Contractor or others without any penalty to the City.
- D. In the event of any partial or complete deletion or suspension of Work, the City shall furnish Contractor with prompt written notice thereof, and the City shall be entitled to take possession of and have as its property all Record Documents, Accounting Records, and other data prepared by Contractor or its Subcontractors.
- E. Suspension for Convenience.
 - 1. The City may at any time and from time to time, without cause, order the Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine. Such order shall be specifically identified as a "Work Suspension Directive" under this Section.
 - 2. Upon receipt of a Work Suspension Directive, Contractor shall, at the City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Work Suspension Directive during the period of Work stoppage.
 - 3. Within the period of suspension, or such extension to that period as is agreed upon by Contractor and the City, the City shall either cancel the Work Suspension Directive or delete the Work covered by such Work Suspension Directive by issuing a Change Order or Construction Change Directive.
 - 4. If a Work Suspension Directive is cancelled or expires, Contractor shall continue the Work. A Change Order or Construction Change Directive will be issued to cover any adjustments of the Contract Sum and Contract Time necessarily caused by such suspension. No adjustment shall be made to the extent:
 - (a) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
 - (b) That an equitable adjustment is made or denied under another provision of the Contract.
- F. Suspensions for Cause

City has the authority by written order to suspend the Work, in whole or in part, without liability to City

for Contractor's failure to:

1. Correct conditions unsafe for the Project personnel or general public, or
2. Carry out the Contract; or
3. Carry out orders of City.

G. Responsibilities of Contractor During Suspension Periods

During periods that Work is suspended, Contractor shall continue to be responsible for the Work and shall prevent damage or injury to the Project, provide for drainage, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project and continue to perform according to the Contract Documents.

5.04 TERMINATION BY THE CITY FOR CONVENIENCE

A. Grounds

Without limiting any rights which City may have by reason of any default by Contractor hereunder, City may terminate Contractor's performance of the Contract, in whole or in part, at any time, for convenience upon fifteen (15) calendar days written notice to Contractor.

B. Contractor Actions

Upon receipt of such notice, Contractor shall perform the duties required by Paragraph 5.05 below. At the election of and as directed by the City, any or all of the subcontracts and purchase orders entered in to by Contractor prior to the effective date of termination shall be terminated or shall be assigned to City.

C. Compensation

1. If the Parties are unable to agree on the amount of a termination settlement, the City shall pay the Contractor the following amounts:
 - a. For Work performed before the effective date of termination, the total (without duplication of any items) of:
 - i. The cost of the Work; and
 - ii. A sum, as overhead and profit on the cost of the Work, determined by the City to be fair and reasonable. In no event shall Contractor be entitled to recover overhead or profit on Work not performed.
 - b. The reasonable costs of settlement of the Work terminated, including:
 - i. Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, if any; and
 - ii. Storage, transportation, and other costs reasonably necessary for the preservation, protection, or disposition of inventory.

2. Such payment shall be Contractor's exclusive remedy for termination for convenience and will be due and payable on the same conditions as set forth for final payment to the extent applicable. Upon receipt of such payment, the Contractor and City shall have no further obligations to each other except for Contractor's obligations with respect to warranties, representations, indemnity, maintenance of insurance, and other obligations that survive termination or Final Completion as provided for herein.
3. It is understood and agreed that no fee, anticipated profit, compensation for lost opportunity costs, or other compensation or payment of any kind or character shall be due or payable for unperformed Work regardless of the basis of termination and the inclusion of this provision within this subparagraph shall in no way limit its application to termination under this Paragraph.
4. Contractor agrees that each of its subcontracts will reserve for the Contractor the same right of termination for convenience provided by this Paragraph 5.04.

D. No Consequential Damages

Under no circumstances shall Contractor be entitled to anticipatory or unearned profits or consequential or other damages as a result of a termination or partial termination under this Article 5. The payment to Contractor determined in accordance with this Article constitutes Contractor's exclusive remedy for a termination hereunder.

5.05 CONTRACTOR'S DUTIES UPON TERMINATION FOR CAUSE OR CONVENIENCE

If the City terminates Contractor's performance of Work under the Contract, for cause or convenience or if Contractor terminates a Subcontractor with the City's approval, Contractor shall:

- (1) cease performance of the Work to the extent specified in the notice;
- (2) take actions necessary or that the City may direct, for the protection and preservation of the Work;
- (3) settle outstanding liabilities, as directed by City;
- (4) transfer title and deliver to City Work in progress, specialized equipment necessary to perform the Work;
- (5) submit all Record Documents, Accounting Records and other data prepared pursuant to the Contract by Contractor and/or its Subcontractors, as applicable, to the City with fifteen (15) calendar days after the City's notice of termination in an organized, usable form, in both hard copy and electronic/digital form, with all items properly labeled to the degree of detail specified by the City; and,
- (6) except for Work directed by City to be performed prior to the effective date of termination stated in the notice, incur no further costs or expenses and enter into no further subcontracts and purchase orders.

No compensation shall be due Contractor, if any, until Contractor complies with the requirements of this Paragraph.

[END OF ARTICLE]

ARTICLE 6 – CHANGES

6.01 CITY'S RIGHT TO ORDER CHANGES

The City, without invalidating the Contract, may authorize changes in the Work consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly, if necessary. All such changes in the Work shall be authorized by Change Order or Construction Change Directive and Contractor shall perform such changes in the Work according to the applicable requirements of the Contract Documents.

6.02 APPLICABLE PROVISIONS

Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly and diligently with the change, unless otherwise provided in the Change Order or Construction Change Directive. It is of the essence to this Contract that all scope changes in the Work that form the basis of an adjustment of the Contract Sum or Contract Time must be authorized in advance in writing through either a Change Order or Construction Change Directive. A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order or Construction Change Directive. Accordingly, no verbal directions, course of conduct or dealings between the Parties, express or implied acceptance of alterations or additions to the Work, or claim that the Contract has been abandoned or the City has been unjustly enriched by any alteration or addition to the Work shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

6.03 NOTICE OF SCOPE CHANGE

Contractor shall submit written notice of any change in scope to the Director if, in the Contractor's opinion, any instruction, request, Drawings, Specifications, action, condition, omission, default, or other situation occurs that the Contractor believes constitutes a scope change or other matter resulting in Extra Work, for which Contractor believes it is entitled to an adjustment of the Contract Sum or Contract Time. Such notice shall be provided prior to performance of the Work affected by such occurrence and within seven (7) calendar days after the discovery date of the circumstances of such scope change or other matters. The written notice shall state the date, circumstances, extent of adjustment to the Contract Sum or the Contract Time, if any, requested. The mere presentation of such notice shall not establish the existence of any right by Contractor to adjustment of the Contract Sum or Contract Time. Failure to provide such timely written notice described herein shall constitute a waiver by Contractor of the right to any adjustment to the Contract Sum or Contract Time on account thereof.

6.04 CHANGE ORDERS

A. Computation

Methods used in determining adjustments to the Contract Sum by Change Order may include those listed in Paragraph 6.06 below.

B. Accord and Satisfaction

Agreement on any Change Order shall be a full compromise and settlement of all adjustments to Contract Time and Contract Sum, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing Site conditions, construction interferences and other extraordinary or

consequential damages (hereinafter called "Impacts"), including any ripple or cumulative effects of said Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure or course of dealing by the City shall act to waive, modify, change, or alter the requirement that (i) Change Order's must be in writing, signed by the City and Contractor and; (ii) that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

6.05 CONSTRUCTION CHANGE DIRECTIVE (FIELD DIRECTIVE)

- A. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order. The City may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletion, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be calculated in accordance with Paragraph 6.06 herein (Pricing Changes in the Work).
- C. Upon receipt of the Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the City of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive, for determining the proposed adjustment in the Contract Sum or Contract Time.
- D. If Contractor believes a Construction Change Directive constitutes a basis for adjustment to the Contract Sum or Contract Time, then Contractor shall give a Notice of Scope Change provided in Paragraph 6.03, followed by a submission of a Change Order Request as required by Paragraph 6.08. Contractor shall, if requested by City in such Construction Change Directive or in a subsequent Construction Change Directive, proceed with the performance of the Work as described in the Construction Change Directive. Failure of Contractor to proceed with the performance of Work, as described in the Construction Change Directive shall give the City the right to carry out the Work, as set forth in Paragraph 2.05.
- E. A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, Allowable Mark-Ups in accordance with Paragraph 6.06(E) herein.

6.06 PRICING CHANGES IN THE WORK

A. Alternative Methods of Pricing

The amount of any adjustment by Change Order or Construction Change Directive increasing or decreasing the Contract Sum shall be determined by the Director using one or a combination of the following methods:

1. Lump Sum. By mutual acceptance of a lump sum proposal from Contractor properly itemized and supported by sufficient substantiating data to permit evaluation. Such proposal shall be based solely on Allowable Costs, as defined in Subparagraph 6.06-C, and Allowable Mark-Ups, as defined in Subparagraph 6.06-E, and shall not include any costs or expense that is not permitted by the terms of any provision of the Contract Documents.
2. Unit Prices. By unit prices contained in Contractor's original Bid and incorporated in the Contract Documents or fixed by subsequent agreement between City and Contractor. Unless otherwise stated in the Bidding Documents, unit prices stated in the Contract Documents or agreed upon by the County and Contractor shall be deemed to include and encompass all Allowable Markups.
3. Time and Materials. By calculating the actual Allowable Costs directly incurred, plus a sum for Allowable Mark-Ups on such Allowable Costs.
4. Deletion of Work. By Unit Prices contained in Contractor's original Bid and incorporated in the Contract Documents, or by using the Schedule of Values to determine the value of the decrease of the Contract Sum, less the value of any Work performed, plus a reasonable percentage of the decrease for the Contractor's saved overhead unless the Schedule of Values allocates general conditions costs to individual line items, in which case no percentage of the decrease shall be added. When a change consists of both addition and deletion of Work, the added costs and deleted costs shall be calculated separately, and then added together, resulting in the net cost for the change. The Allowable Mark-Up shall be applied to this net cost.

B. Contractor Maintenance of Daily Records for Changes

1. In the event that Contractor is directed to perform any Extra Work, or should Contractor encounter conditions which the Contractor believes would obligate the City to adjust the Contract Sum and/or the Contract Time, Contractor shall maintain detailed records of the cost of such changes on a daily basis summarized in a daily report supplemented by back-up records. Such records shall include without limitation:
 - a. Labor. At the close of each day on which such Extra Work is performed, Contractor shall submit an Extra Work labor report, on forms provided by Director, to Director that sets forth a list of the actual hours spent in performing the Extra Work, that clearly differentiates between the labor expended on the Extra Work and other Work, and the Allowable Costs for such Extra Work performed that day showing the names of workers, their classifications, hours worked and hourly rates.
 - b. Materials, Equipment. A list of Allowable Costs of materials and equipment consumed in the performance of the Extra Work on the day on which such Extra Work is performed, together with copies of applicable delivery tickets and unit prices for all materials and for all equipment used the type of equipment, identification number, hours of operation (including loading and transportation) and hourly/daily rates involved for that day.
 - c. Other Services or Expenditures. A list of other services and expenditures constituting Allowable Costs incurred in performance of the Extra Work on the day on which such Extra Work is performed, along with documentation verifying the amounts thereof in such detail as Director may require.

2. In the event that more than one change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, construction equipment, materials, and equipment for each such change. In the event that any Subcontractor of any tier shall provide or perform any portion of any change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Section.
3. Each daily record maintained hereunder shall be signed by Contractor; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete, and relates only to the change referenced therein. All records maintained by Subcontractors of any tier, relating to the costs of a change in the Work shall be signed by such Subcontractor's authorized project manager or superintendent.

All such records shall be forwarded to the Director on the day the Work is performed (same day) for independent verification. The Director shall attempt to review and reconcile costs for changes on a daily basis. Records not available on the day on which the Extra Work is performed, such as, but not limited to, material invoices, shall be submitted as soon as they are available but not later than five (5) calendar days after the earlier of the day of delivery or incorporation of the particular item of Extra Work at the Site.

4. The Director may additionally require authentication of all time and material tickets and invoices by persons designated by the Director for such purpose. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review, and/or reproduction such records, adjustments to the Contract Sum or Contract Time, if any, on account of any change to the Work may be deemed waived for that day. Contractor's obligation to maintain back-up records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to changes to the Work.
5. Waiver by Contractor. Failure to submit such records as are required by this Paragraph daily shall waive any rights for recovery of Allowable Costs incurred for Extra Work performed that day. The failure of the Contractor to secure any required authentication shall, if the City elects in its sole discretion to treat it as such, constitute a waiver by the Contractor of any right to adjustment of the Contract Sum for the Allowable Cost of all or that portion of the Extra Work covered by such non-authenticated ticket or invoice.

C. Allowable Costs

The term "Allowable Costs" shall mean in the case of Extra Work actual costs incurred by Contractor and/or any Subcontractor, regardless of tier, and necessarily involved in direct performance of the Extra Work, or in the case of deleted work the actual costs that would have been incurred in performing deleted work by Contractor and/or any Subcontractor, regardless of tier, and shall be limited to the following costs:

1. Labor. Straight-time wages or salaries, and overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work, based on the actual cost for wages prevailing locally for each craft or type of workers at the time the Extra Work is done or the deleted work is ordered eliminated. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The use of labor classification which would increase the Allowable Cost for Extra Work will not be permitted unless Contractor establishes the necessity for such additional costs.

2. Benefits. Payroll taxes, insurance, health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements for employees on straight-time wages or salaries, and on overtime wages and salaries specifically authorized by City in writing, for employees employed at the site, or at fabrication sites off the site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the deleted work.
3. Materials, Consumables. Costs of materials and consumable items which are furnished and incorporated into the Work, as approved by City, or that would have been incorporated into the Work in the case of deleted work shall be at the lowest price available to Contractor but in no event shall such costs exceed competitive wholesale prices obtainable from other Subcontractors, suppliers, manufacturers and distributors in the general vicinity of the site. If City determines, in its discretion, that the cost of materials is excessive, or if Contractor fails to furnish satisfactory evidence of the cost from the actual supplier thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The City reserves the right to furnish such materials as it deems advisable, and Contractor shall have no claim for costs or profits on materials so furnished. Material invoices must be included with the extra work report to obtain payment.
4. Taxes. Sales taxes on the costs of materials and consumable items described in Paragraph 5.04-C.3 above.
5. Tool, Equipment Rental. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by City, exclusive of hand tools, used directly in the performance of the Extra Work or that would have been used in the direct performance of the deleted work. Regardless of ownership, such rental charges shall not exceed the hourly rate derived from the most recently published "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," as published by K-111, San Jose, California, which is in effect at the time of commencement of the changed work. The Contractor shall attach a copy of the rate schedule to the daily reports required by Paragraph 6.06-B, above. The charges for any machinery and equipment shall cease when the use thereof is no longer necessary for the Extra Work or deleted work. No charge shall be allowed for use of equipment or tools which have a replacement value of \$500 or less. The allowable rental rates shall include the cost of fuel, power oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Notwithstanding the provisions of Paragraph 6.06-E below, no mark-up shall be allowed for overhead, profit or bond premiums for use of equipment if the equipment is supplied by an equipment rental firm. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to City than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to City. Costs incurred while equipment is inoperative due to breakdowns, regular maintenance, or for non-Working Days shall not be allowed. The rental time shall include the time required to move the equipment to the Work from the nearest available source for rental of such equipment and to return it to the source. If such equipment is not moved by its own power, then loading and transportation will be allowed. Neither moving time nor loading and transportation costs will be paid if the equipment is for use on the Project unrelated to the Extra Work. All equipment shall be acceptable to City, in good working condition, and suitable for the purpose for which it is to be used.

6. Royalties. Additional or saved costs of royalties due to the performance of the Extra Work or deleted work.
7. Insurance, Bonds. Additional or saved costs of insurance and bonds, provided, however, that for Extra Work such costs shall not exceed one percent (1%) of Items 1 through 6 above.

D. **Costs Not Allowed**

Allowable Costs shall not include any of the following:

1. Wages, salaries, fringe benefits and payroll taxes of Contractor's and all Subcontractor's non-craft labor (above a Foreman level);
2. Overhead (including home office overhead), administrative or general expenses of any kind including engineering, estimating, scheduling, drafting, detailing, etc., incurred in connection with Extra Work;
3. Vehicles not dedicated solely for the performance of the extra or deleted work;
4. Small tools (replacement value not exceeding \$500);
5. Office expenses, including secretarial and administrative staff, materials and supplies;
6. On-site and off-site trailer and storage rental and expenses;
7. Site fencing;
8. Utilities, including gas, electric, sewer, water, telephone, telefax, copier equipment;
9. Computer and data processing personnel, equipment and software;
10. Federal, state or local business income and franchise taxes;
11. Losses of efficiency or productivity; and
12. Costs and expenses of any kind or item not specifically and expressly included in Paragraph 6.06-C.

E. **Allowable Mark-Up**

1. If the Net Cost of Extra Work is less than or equal to \$25,000, the Allowable Mark-Up shall be computed as follows:
 - (a) For Extra Work performed directly by the Contractor's forces, the added cost for all expenses of overhead, profit, bond and insurance ("Allowable Mark-Up") shall not exceed fifteen percent (15%) of the net cost of the Extra Work.
 - (b) For Extra Work performed by a Subcontractor, the added cost of combined expenses, Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed twenty (20%) of the net cost of all Subcontractor(s)'s Extra Work.

2. If the net cost of Extra Work is greater than \$25,000 and less than or equal to \$100,000, the Allowable Mark-up shall be computed as follows:
 - (a) For Extra Work performed directly by the Contractor's forces the added cost for Allowable Mark-Up shall not exceed twelve (12%) of the net cost of the Extra Work.
 - (b) For Extra Work performed by a Subcontractor, the added cost of combined expenses for Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed seventeen (17%) of the net cost of all Subcontractor(s)'s Extra Work.
3. If the net cost of Extra Work is greater than \$100,000, the Allowable Mark-up shall be computed as follows:
 - (a) For Extra Work performed directly by the Contractor's forces the added cost for Allowable Mark-Up shall not exceed ten percent (10%) of the net cost of the Extra Work.
 - (b) For Extra Work performed by a Subcontractor, the added cost of combined expenses for Allowable Mark-Up for Contractor and all Subcontractor(s) shall not exceed fifteen (15%) of the net cost of all Subcontractor(s)'s Extra Work.

F. Net Allowable Costs

If anyone scope change involves both Extra Work and deleted work in the same portion of the Work and the additive allowable costs exceed the deductive allowable costs, the Allowable Markups on the Extra Work will be only the difference between the two amounts.

6.07 CITY ORIGINATED REQUEST FOR ITEMIZED CHANGE ORDER PROPOSAL REQUEST

City may issue a Construction Change Directive or other written request to Contractor describing a proposed change to the Work and requesting the Contractor submit an itemized change order proposal in a format acceptable to City within ten (10) calendar days after City issues the request. The Contractor's change order proposal shall include an analysis of impacts to cost and time, if any, to perform additional work, change Work or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs (broken down by the cost categories listed in this Paragraph), and Contractor's proposed methods to minimize costs, delay, and disruption to the performance of the Work. If Contractor fails to submit a written change order proposal within such period of time, it shall be presumed that the change described in the City's original proposal request will not result in an increase to the Contract Sum or Contract Time and the change shall be performed by Contractor without additional compensation to Contractor. City's request for itemized change order proposal request does not authorize the Contractor to commence performance of the change. If City desires that the proposed change be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth herein.

6.08 CONTRACTOR ORIGINATED CHANGE ORDER REQUEST (COR)

If the Contractor believes that instructions issued by the City after the effective date of the Contract will result in changes to the Contract Sum or Contract Time or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, Contractor may submit a written Change Order Request ("COR") to the City in writing, in a format acceptable to City and in accordance with the notice provisions and other requirements of Article 7 below for Claims. The COR must specify the reasons for the proposed change, cost impacts and relevant circumstances and impacts on the Construction Schedule. The document shall be complete in its description of the Work, its material and labor quantities and detail, and must support and justify the costs and credits claimed by the Contractor. A Critical Path Method schedule Fragnet is required

to support and justify any additional time of performance requested by the Contractor. The City will not review any COR which is incomplete. The Contractor may request additional compensation and/or time through a COR but not for instances that occurred more than ten (10) calendar days prior to the notice date. Contractor's failure to initiate a COR within this ten-day period or to provide detailed back-up documentation to substantiate the COR within thirty (30) calendar days of the initial written notice shall be deemed a waiver of the right to adjustment of the Contract Sum or the Contract Time for the alleged change. Any COR that is approved by the City shall be incorporated in a Change Order or Construction Change Directive. If the COR is denied but the Contractor believes that it does have merit, the Contractor shall proceed with the disputed Work and may submit a Claim in accordance with the procedures set forth herein.

6.09 ISSUANCE OF WORK DIRECTIVE (UNILATERAL).

In the event of a dispute as to whether or not Extra Work is required, City shall have the right to unilaterally issue a Work Directive; Contractor shall continue performance of disputed Work pending resolution and shall maintain and submit to City all accounting and cost data necessary to substantiate Contractor's cost of such disputed Work.

[END OF ARTICLE]

ARTICLE 7 - CONTRACT PAYMENTS AND CLAIMS

7.01 GENERAL

- A. Payment will be made at the price for each item listed on the bidding form or as Extra Work as provided in the General Conditions.
- B. Initial progress payment will not be made prior to approval by the Director of the Schedule of Values, the Construction Progress Schedule, and the Schedule of Submittals.
- C. No subsequent progress payment will be made prior to receipt by the Director of the monthly revision of the Construction Progress Schedule.

7.02 SCHEDULE OF VALUES FOR PAYMENTS

A. Submission

Upon City's request, the three (3) lowest bidders shall complete and submit a Preliminary Schedule of Values, within seven (7) calendar days.

In addition, Contractor shall complete and furnish within seven (7) calendar days after receiving the Notice of Award of the Construction Contract a Final Schedule of Values giving a complete breakdown of the Contract Sum for each component of the Work.

B. Content

The Schedule of Values shall be in sufficient detail as the Director may, in its discretion, deem necessary to evaluate progress at any point in the performance of the Work. Unless otherwise specified in the Contract Documents, the Schedule of Values shall include, without limitation, a breakdown of the general categories of Subcontractor work, direct overhead, profit and contingency, and a further breakdown of the general categories of Subcontractor work into separate trade line items of costs for Subcontractor services, labor and material, which is based on actual Subcontractor contract, subcontract, purchase order or vendor prices. If requested by Director, Contractor shall revise the Schedule of Values to allocate sums for Contractor overhead, profit and/or contingency among the individual line items for trade portions of the Work. No amounts shall be reflected in the Schedule of Values or Application for Payment for Extra Work or Deleted Work for which a Change Order has not been executed by Contractor and City or for which a Construction Change Directive has not been issued by City. Amounts that have been mutually agreed to by Change Order or unilaterally determined by City pursuant to a Construction Change Directive shall be segregated from the cost of the base Contract Work and separately listed by line item in the Schedule of Values. The Schedule of Values must be prepared in sufficient detail and supported by sufficient data to substantiate its accuracy as the Director may require.

C. Applications for Payment

The Schedule of Values, when approved by the Director, shall be used as a basis for Contractor's Applications for Payment and may be considered as fixing a basis for adjustments to the Contract Sum.

D. Revisions

If, at any time, it is determined that the Schedule of Values does not allocate the Contract Sum in a manner that reasonably and fairly reflects the actual costs anticipated to be progressively incurred by Contractor, it shall be revised and resubmitted for the Director's approval.

7.03 APPLICATIONS FOR PAYMENT

A. Marked Schedule of Values

Five (5) Days prior to the date set forth in Paragraph 7.03-B below for the monthly progress payment meeting, Contractor shall submit to Director a copy of the proposed Schedule of Values, marked to show the percentage of completion certified by Contractor for each line item in the Schedule of Values, including any stored materials approved for payment by City pursuant to Paragraph 7.03-D, below and any withholdings from Contractor proposed by Director.

B. Monthly Review

For the purpose of expediting the progress payment procedure, Contractor shall meet with the Director on or before the twentieth (20th) day of each month to review the Contractor's marked Schedule of Values prepared in accordance with Paragraph 7.03-A, above. The Director shall revise as appropriate and sign the marked Schedule of Values to verify such review. If any item in the marked Schedule of Values submitted for payment is disputed during this review, Contractor agrees to use its best efforts to resolve the disputed items with the Director before submitting its Application for Payment. If the Director and Contractor cannot agree, then the percentage completion shall be established at such percentage as the Director, in good faith, determines is appropriate to the actual progress of the Work. No inaccuracy or error in the Director's good faith estimate shall operate to release Contractor or Surety from any responsibility or liability arising from or related to performance of the Work. The Director shall have the right subsequently to correct any error and dispute any item submitted in Contractor's Application for Payment, regardless of whether an item was identified as disputed in the review process provided for herein.

C. Certification

Each Application for Payment shall be signed and certified by Contractor under penalty of perjury to City that:

1. The data comprising the Application for Payment is accurate and the Work has progressed to the point indicated;
2. To the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents;
3. Contractor is entitled to payment in the amount certified; and
4. All sums previously applied for by Contractor on account of Work performed by Subcontractors and that have been paid by City have been paid to the Subcontractors performing such Work, without any retention, withholding or backcharge by Contractor.

D. Stored Materials

Payments may be made by City, at its discretion, on account of materials or equipment not incorporated into the Work but delivered on the ground at the Site and suitably stored by Contractor or stored off-Site under the control of City. Such payments shall only be considered upon submission by Contractor of satisfactory evidence that it has acquired title to same, that the material or equipment will be utilized in the Work and that the material is satisfactorily stored, protected and insured, and that such other procedures are in place satisfactory to City to protect City's interests. To be considered for payment, materials or equipment stored off-Site shall, in addition to the above requirements and unless otherwise specifically approved by City in writing, be stored in a bonded warehouse, fully insured, and available to City for inspection. City shall have sole discretion to determine the amount of material and equipment that may be stored on the Site at any given time.

7.04 PROGRESS PAYMENTS

A. Conditions to Progress Payments

Contractor shall submit its Application for Payment to the Director, using such forms as required by City, once a month on or before the first (1st) Day of the month following the month in which the Work that is the subject of such Application for Payment was performed. Without limitation to any other provisions of the Contract Documents, the following shall be conditions precedent to a proper submission and to the Director approval of each Application for Payment:

1. Submission of a Schedule of Values that reflects the percentages of completion either agreed to or determined by Director in accordance with Paragraph 7.03-B, above;
2. Submission of the Contractor's certification required by Paragraph 7.03-C, above;
3. Submission of conditional releases of stop notice, if any, and bond rights upon progress payment, complying with California Civil Code Section 8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor, its Subcontractors of every tier, and all material suppliers to each, and (2) forms of unconditional release of stop notice and bond rights upon progress payment, complying with California Civil Code Section 8134 for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor, its Subcontractors of every tier and all material suppliers to each;
4. Compliance by Contractor with its obligation for maintenance of As-Builts as required by the Contract Documents;
5. Compliance by Contractor with its obligation for submission of monthly and daily reports as required by the Contract Documents;
6. Compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Article 4, above and other provisions of the Contract Documents pertaining to preparation or updating of schedule information;
7. Submission of certified payroll records as required by the Contract Documents;
8. Submission of certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements certifying that all employee benefit contributions due and

owed pursuant to any applicable collective bargaining agreement have been paid in full; and

9. Compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

B. Payments by City

Pursuant to California Public Contract Code Section 20104.50, City shall make progress payment of undisputed sums due within thirty (30) Days after receipt by Director of an undisputed and properly submitted Application for Payment, calculated on the basis of ninety-five percent (95%) of value determined pursuant to Paragraph 7.03-B above of the following:

1. The portion of the Work permanently installed and in place;
2. Plus, the value of materials delivered on the ground or in storage as approved by City pursuant to Paragraph 7.03-D, above,
3. Less, the aggregate of previous payments, and
4. Less, any other withholdings authorized by the Contract Documents.

C. Rejection by City

Any Application for Payment determined not to be undisputed, proper and suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven (7) Days, after receipt by City accompanied by an written explanation of the reasons why the payment request was rejected. Failure by City or Director to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by City. Applications for Payment that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by Contractor.

D. Interest

If City fails to make a progress payment to Contractor as required by Paragraph 7.04-B, above, City shall pay interest to Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of Days available to City to make payment pursuant to Paragraph 7.04-B, above without incurring interest pursuant to this Paragraph shall be reduced by the number of Days by which City exceeds the seven (7) Day return requirement applicable to City as set forth in Paragraph 7.04-C, above.

7.05 FINAL PAYMENT

A. Retention

In addition to withholdings permitted by Paragraph 7.09 below, a sum equal to five percent (5%) of all sums otherwise due to Contractor as progress payments shall be withheld by city pursuant to Paragraph 7.04-B from each progress payment ("Retention") and retained until such time as it is due as described herein. A higher Retention amount may be approved by the City Council where project is deemed "substantially complex" by City Council.

B. Conditions to Final Payment

Contractor shall submit its Application for Final Payment, using such forms as required by Director, prior to requesting a final inspection of the Work in accordance with Paragraph 3.06 above. Such Application for Final Payment shall be accompanied by all the following:

1. An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which City or City's property or funds might be liable have been paid or otherwise satisfied;
2. Contractor's certification as required by Paragraph 7.03-C, above;
3. Consent of surety, if any, to Final Payment;
4. A certificate evidencing that the insurance required by the Contract Documents is in force;
5. Conditional Waiver and Release Upon Final Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the final payment period;
6. Unconditional Waiver and Release Upon Progress Payment in the form required by California Civil Code Section 8136 executed by Contractor, all Subcontractors of every tier and by all material suppliers of each, covering the previous payment period;
7. All Record Documents (including, without limitation, complete and accurate As-Built drawings which shall be kept up to date during the performance of the Work);
8. Documentation that Contractor has inspected, tested, and adjusted performance of every system or facility of the Work to ensure that overall performance is in compliance with the terms of the Contract Documents;
9. Four (4) copies of all warranties from vendors and Subcontractors, operation and maintenance manuals, instructions and related agreements, and equipment certifications and similar documents;
10. Certifications by Contractor and each Subcontractor as required by applicable collective bargaining agreements that all employee benefit contributions due and owing pursuant to any applicable collective bargaining agreement have been paid in full;
11. Releases of rights and claims relating to patents and trademarks, as required by the Contract Documents; and
12. Any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

C. Final Payment

Pursuant to the Public Contract Code Section 7107, within sixty (60) Days after City issues the Notice

of Completion to Contractor, the Final Payment, including Retention, shall be released to Contractor, subject to the City's right to withhold 150% of any disputed amounts.

D. Disputed Amounts

Pursuant to California Public Contract Code 7107, City may deduct and withhold from the Final Payment due under Paragraph 7.05-C, above, an amount up to 150% of any disputed amounts, including, without limitation, amounts to protect City against any loss caused or threatened as a result of Contractor's failing to fully perform all of those obligations that are required to be fulfilled by Contractor as a condition to Final Completion and Final Payment. Alternatively, City may elect, in its sole discretion, to accept the Work without correction or completion and adjust the Contract Sum pursuant to the Contract Documents.

E. Acceptance of Final Payment

Acceptance of Final Payment by Contractor shall constitute a waiver of all rights by Contractor against City for recovery of any loss, excepting only those Claims that have been submitted by Contractor in the manner required by the Contract Documents prior to or at the time of the Final Payment.

7.06 MISCELLANEOUS

A. Joint Payment

City shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any Subcontractor(s) of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create any contract between City and a Subcontractor of any Tier, any obligation from City to such Subcontractor or any third party rights against City or Director.

B. Withholding/Duty to Proceed

The payment, withholding or retention of all or any portion of any payment claimed to be due and owing to Contractor shall not operate in any way to relieve Contractor from its obligations under the Contract Documents. Contractor shall continue diligently to prosecute the Work without reference to the payment, withholding or retention of any payment. The partial payment, withholding or retention by City in good faith of any disputed portion of a payment, whether ultimately determined to be correctly or incorrectly asserted, shall not constitute a breach by City of the Construction Contract and shall not be grounds for an adjustment of the Contract Sum or Contract Time.

C. No Acceptance

No payment by City or partial or entire use of the Work by City shall be construed as approval or acceptance of the Work, or any portion thereof.

D. Contractor Payment Warranty

Submission of an Application for Payment shall constitute a representation and warranty by Contractor that:

1. Title to Work covered by an Application for Payment will pass to City either by incorporation into the construction or upon receipt of payment by Contractor, whichever occurs first; and
2. Work covered by previous Applications for Payment are free and clear of liens, stop notices, claims, security interests or encumbrances imposed by the Contractor or any other person.

E. Corrections

No inaccuracy or error in any Application for Payment provided by Contractor shall operate to release Contractor from the error, or from losses arising from the Work, or from any obligation imposed by the Contract Documents. City retains the right to subsequently correct any error made in any previously approved Application for Payment, or progress payment issued, by adjustments to subsequent payments.

7.07 PAYMENTS BY CONTRACTOR

Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from City, Contractor shall pay the Subcontractor performing Work on the Project, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled in accordance with the terms of its contract with Contractor and applicable laws, including, without limitation, California Public Contract Code Section 7107. Contractor shall remain responsible notwithstanding a withholding by City pursuant to the terms of these Contract Documents, to promptly satisfy from its own funds sums due to all Subcontractors who have performed Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its subcontractors and material suppliers in similar manner. City shall have no obligation to pay or be responsible in any way for payment to a Subcontractor of any tier or material supplier.

7.08 PAYMENTS WITHHELD

A. Withholding by City

In addition to any other amounts which City may have the right to retain under the Contract Documents, City may withhold a sufficient amount of any payment otherwise due to Contractor as City, in its sole discretion, may deem necessary to cover actual or threatened loss due to any of the following:

1. Third Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating probable filing of such claims or stop notices. City shall promptly inform Contractor of any third party claims related to this Contract;
2. Defective Work. Defective Work not remedied;
3. Nonpayment. Failure of Contractor to make proper payments to its Subcontractors for services, labor, materials or equipment;
4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time;

5. Violation of Applicable Laws. Failure of Contractor or its Subcontractors to comply with applicable laws or lawful orders of governmental authorities;
6. Penalty. Any claim or penalty asserted against City by virtue of Contractor's failure to comply with applicable laws or lawful orders of governmental authorities (including, without limitation labor laws);
7. Failure to Meet Contract Time. Any damages which may accrue as a result of Contractor failing to meet the Construction Schedule or failing to perform within the Contract Time;
8. Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding offset or set off or that would legally entitle City to a set-off or recoupment;
9. Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents;
10. Liquidated Damages. Liquidated damages assessed against Contractor;
11. Materials. Materials ordered by City pursuant to the Contract Documents;
12. Damages. Loss caused by Contractor or Subcontractor to City, Separate Contractors or any other person or entity under contract to City;
13. Clean Up. Clean up performed by City and chargeable to Contractor pursuant to the Contract Documents;
14. Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement;
15. Required Documents. Failure of Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, Construction Schedule updates, 'look ahead' schedules, Submittals, Schedules of Values, information on Subcontractors, Change Orders, certifications and other required reports or documentation; and
16. Other Breach. A breach of any obligation or provision of the Contract Documents.

B. Release of Withholding

If and when City determines, in its sole discretion, that the above grounds for withholding have been removed and that all losses incurred or threatened have been paid, credited or otherwise satisfied, then payment shall be made for amounts withheld because of them.

C. Application of Withholding

City may apply sums withheld pursuant to Paragraph 7.08-A above, in payment of any loss or threatened loss as City determines, in its sole discretion, to be appropriate. Such payments may be made without a prior judicial determination of City's actual rights with respect to such loss. Contractor agrees and hereby designates City as its agent for such purposes, and agrees that such payments shall be considered as payments made under Construction Contract by City to Contractor. City shall not be liable to Contractor for such payments made in good faith. City shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, City

may, in its sole discretion, elect to exercise its right to adjust the Contract Sum as provided in the Contract Documents.

D. Continuous Performance

Provided City pays the undisputed portion, if any, of funds withheld in good faith, Contractor shall maintain continuous and uninterrupted performance of the Work during the pendency of any disputes or disagreements with City.

7.09 SUBSTITUTION OF SECURITIES

A. Public Contract Code

Pursuant to the requirements of California Public Contract Code Section 22300, upon Contractor's request, City will make payment to Contractor of any funds withheld from payments to ensure performance under the Contract Documents if Contractor deposits with City, or in escrow with a California or federally chartered bank in California acceptable to City ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. Contractor shall be the beneficial owner or any securities substituted for monies withheld for the purpose of receiving any interest thereon.
2. All expenses relating to the substitution of securities under Public Contract Code Section 22300 and under this Paragraph 7.04, including, but not limited to City's overhead and administrative expenses, and expenses of Escrow Agent shall be the responsibility of Contractor.
3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to Contractor pursuant to the Contract Documents.
4. If Contractor chooses to deposit securities in lieu of monies withheld with an Escrow Agent, Contractor, City and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement, using the City's form, "Escrow Agreement for Deposit of Securities in Lieu of Retention."
5. Contractor shall obtain the written consent of Surety to such agreement.
6. Securities, if any, shall be returned to Contractor only upon satisfactory Final Completion of the Work.

B. Substitute Security

To minimize the expense caused by such substitution of securities, Contractor shall, prior to or at the time Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security fall below the amount for which it was substituted, or any other amounts which the City withholds pursuant to the Contract Documents, Contractor shall immediately and at Contractor's expense and at no cost to City deposit additional security qualifying under Public Contract Code Section 22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract

Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

C. Deposit of Retentions

Alternatively, subject to the conditions set forth in Paragraph 7.04-A above, upon request of Contractor, City shall make payment of retentions directly to Escrow Agent at the expense of Contractor, provided that Contractor, City and Escrow Agent shall, as a prerequisite such payment, enter into an escrow agreement in the same form as prescribed in Part 4 of Paragraph A, above. At the expense of Contractor and at no cost to City, Contractor may direct the investment of the payments into securities and interest bearing accounts, and Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by City under the same terms provided herein for securities deposited by Contractor. Upon satisfactory Final Completion of the Work, Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from City, less escrow fees and charges of the Escrow Account, according to the terms of Public Contract Code Section 22300 and the Contract Documents.

D. Time for Election of Substitution of Securities

Notwithstanding the provision of 7.04 A, B, and C above and California Public Contract Code Section 22300, the failure of Contractor to request the Substitution of eligible securities for monies to be withheld by City within ten (10) days of the award of Contract to Contractor shall be deemed to be a waiver of all such rights.

7.10 CLAIMS

A. Arising of Claim.

1. Scope Change. When Contractor has a claim for an increase in the Contract Sum or Contract Time due to a scope change which has not yet become final, a "claim" will be deemed to arise once the Director has issued a decision denying, in whole or in part, the Contractor's Change Order Request.
2. Other Claims. In the case of a Claim by Contractor that does not involve an adjustment to the Contract Sum or Contract Time due to a scope change and which has not become final, the Claim may be asserted if, and only if, Contractor gives written notice to City of intent to file the Claim within three (3) days of the date of discovery relative to such circumstances (even if Contractor has not yet been damaged or delayed). Such written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time and complies with the requirements of Paragraph 7.11-B, below. For purposes of this Paragraph 7.11, a Claim for which such written notice is required and has been given by Contractor shall be deemed to arise on the date that such written notice is received by City.

B. Content of Claim

A Claim by Contractor must include all of the following:

1. A statement that it is a Claim and a request for a decision on the Claim;

2. A detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim.
3. If the Claim involves an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that all requisite notices were provided, including, without limitation, timely written notice and a Change Order Request as required by Article 6 of these General Conditions and timely notice of delay and request for extension of time in accordance with Article 3. If the Claim does not involve an adjustment to the Contract Sum or Contract Time due to a change in scope, a statement demonstrating that a notice of intent to file the Claim was timely submitted as required by Paragraph 7.10-A.2, above;
4. A detailed justification for any remedy or relief sought by the Claim including without limitation, a detailed cost breakdown in the form required for submittal of Change Order Requests and actual job cost records demonstrating that the costs have been incurred;
5. If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents and written substantiation (including, without limitation, a Time Impact Analysis) demonstrating that Contractor is entitled to an extension of time under the Contract Documents; and
6. A written certification signed by a managing officer of Contractor's organization, who has the authority to sign contracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

"I hereby certify under penalty of perjury that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's name) and that, to the best of my knowledge after conducting a diligent inquiry into the facts of the Claim, the following statements are true and correct:

The facts alleged in or that form the basis for the Claim are, to the best of my knowledge following diligent inquiry, true and accurate; and,

- (a) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; and,
- (b) I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages suffered by Contractor and/or such Subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim; and,
- (c) I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and the Subcontractor, of any tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and/or such Subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of

performance of the Work, as alleged in the Claim; and,

- (d) I have not received payment from City for, nor has Contractor previously released City from, any portion of the Claim."

Signature: _____ Date: _____

Name: _____

Title: _____

Company _____

C. Noncompliance

Failure to submit any of the information, documentation or certifications required by Paragraph 7.10-B, above, shall result in the Claim being returned to Contractor without any decision.

D. Submission of Claims

1. Director. Claims shall be first submitted to the City for decision by the Director.
2. Continuous Work. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue, to make undisputed payments as by the Contract Documents.
3. Time for Filing. All Claims and supporting documentation and certifications must be filed within thirty (30) days after the Claim arises. No Claims shall be filed after Final Payment.
4. Conditions Precedent. No Claim may be asserted unless Contractor has strictly complied with the requirements of this Paragraph 7.10-D, which shall be considered conditions precedent to Contractor's right to assert the Claim and to initiate the Dispute Resolution Process with respect to such Claim.

E. Response to Claims, Meet and Confer

1. Claims less than \$50,000. Claims less than \$50,000 shall be responded to by City in writing within forty-five (45) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within fifteen (15) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.
2. Claims \$50,000 or more. Claims \$50,000 or more shall be responded to by City in writing within (60) days of receipt of the Claim, unless City requests additional information or documentation of the Claim within thirty (30) days of receipt of the Claim, in which case City shall respond to the Claim within thirty (30) days after receipt of the further information or documentation or within a period of time no greater than that taken by Contractor in producing the additional information or documentation, whichever is greater.

3. Meet and Confer. If Contractor disputes City's response, or if City fails to respond within the prescribed time set forth in Paragraph 7.10-E.1 and 7.10-E.2, above, Contractor may so notify City, in writing, within fifteen (15) days of City's response, or within fifteen (15) days of City's response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon such demand, City shall schedule a meet and confer conference within thirty (30) days of such demand, for discussion of settlement of the dispute.

F. Finality of Decision

If Contractor disputes the Director's decision under this Article, it shall commence the Dispute Resolution Process as set forth in Article 15 of these General Conditions by filing a Statement of Dispute within seven (7) days after receipt of the Director's response.

G. Continuing Contract Performance/Duty to Proceed with Disputed Work

Contractor shall not delay or postpone any Work pending resolution of any claims, disputes or disagreements. Pending final resolution of a claim, the Contractor shall proceed diligently with performance of the Contract and the City shall continue to make payments for undisputed Work in accordance with the Contract Documents. In the event of disputed Work, City shall have the right to unilaterally issue a Work Directive and Contractor shall continue performance pending resolution of the dispute and shall maintain the accounting and cost data to substantiate the cost of such disputed work.

[END OF ARTICLE]

ARTICLE 8 - MATERIALS AND EQUIPMENT

8.01 GENERAL

- A. The Contractor shall furnish all materials and equipment needed to complete the Work and installations required under the terms of this Contract, except those materials and equipment specified to be furnished by the City.
- B. The Contractor shall submit satisfactory evidence that the materials and equipment to be furnished and used in the work are in compliance with the Specifications. Materials and equipment incorporated in the Work and not specifically covered in the Specifications shall be the best of their kind. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.

8.02 QUALITY AND WORKMANSHIP

All material and equipment furnished by the Contractor shall be new, high grade, and free from defects and imperfections, unless otherwise hereinafter specified. Workmanship shall be in accordance with the best standard practices. All materials and equipment must be of the specified quality and equal to approved samples, if samples have been required. All Work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from the Specifications or Drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the Work. The Director may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Specifications or Drawings. All Work performed under the Specifications will be inspected by the Director as provided in Paragraph 8.04. All materials and equipment furnished and all Work done must be satisfactory to the Director. Work, material, or equipment not in accordance with the Specifications, in the opinion of the Director shall be made to conform thereto. Unsatisfactory materials and equipment will be rejected, and if so ordered by the Director, shall, at the Contractor's expense, be immediately removed from the vicinity of the Work.

8.03 TRADE NAMES AND "OR APPROVED EQUAL" PROVISION

Whenever in the Specifications or Drawings the name or brand of a manufactured article is used it is intended to indicate a measure of quality and utility or a standard. Except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion, the Contractor may substitute any other brand or manufacture of equal appearance, quality, and utility on approval of the Director, provided the use of such brand or manufacture involves no additional cost to the City.

8.04 APPROVAL OF MATERIALS

- A. The Contractor shall furnish without additional cost to the City such quantities of construction materials as may be required by the Director for test purposes. He/she shall place at the Director's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. The Contractor shall prepay all shipping charges on samples. No samples are to be submitted with the bids unless otherwise specified.
- B. Each sample submitted shall be labeled. A letter, in duplicate, submitting each shipment of samples shall be mailed to the Director by the Contractor. Both the label on the sample and the letter of transmittal shall indicate the material represented, its place of origin, the names of the producer and the Contractor, the Specifications number and title, and a reference to the applicable Drawings and Specifications paragraphs.

- C. Materials or equipment of which samples are required shall not be used on the Work until approval has been given by the Director in writing. Approval of any sample shall be only for the characteristics of the uses named in such approval and no other. No approval of a sample shall be taken in itself to change or modify any Contract requirement.
- D. Failure of any material to pass the specified tests, including life cycle maintenance data may be sufficient cause for refusal to consider under this Contract, any further sample of the same brand or make of that material.

8.05 ORDERING MATERIALS AND EQUIPMENT

One copy of each of the Contractor's purchase orders for materials and equipment forming a portion of the Work must be furnished to the Director, if requested. Each such purchase order shall contain a statement that the materials and equipment included in the order are subject to inspection by the City. Materials and equipment purchased locally will, at the City's discretion, be inspected at the point of manufacture or supply, and materials and equipment supplied from points outside the Los Angeles area will be inspected upon arrival at the job, except when other inspection requirements are provided for specific materials in other sections of the Contract Documents.

8.06 AUTHORITY OF THE DIRECTOR

- A. On all questions concerning the acceptability of materials or machinery, the classification of materials, the execution of the Work, and conflicting interests of Contractors performing related work, the decision of the Director shall be final and binding.
- B. The Director will make periodic observations of materials and completed work to observe their compliance with Drawings, Specifications, and design and planning concepts, but he/she is not responsible for the superintendence of construction processes, site conditions, operations, equipment, personnel, or the maintenance of a safe place to work or any safety in, on, or about the site of work.

8.07 INSPECTION

All materials furnished and work done under this Contract will be subject to rigid inspection. The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining them, as requested by the Director. The Director, or his/her authorized agent or agents, at all times shall have access to all parts of the shop and the works where such materials under his/her inspection is being manufactured or the work performed. Work or material that does not conform to the Specifications, although accepted through oversight, may be rejected at any stage of the Work. Whenever the Contractor is permitted or directed to do night work or to vary the period during which work is carried on each day, he/she shall give the Director due notice, so that inspection may be provided. Such work shall be done under regulations to be furnished in writing by the Director.

8.08 INFRINGEMENT OF PATENTS

The Contractor shall hold and save the City, its officers, agents, servants, and employees harmless from and against all and every demand or demands, of any nature or kind, for or on account of the use of any patented invention, process, equipment, article, or appliance employed in the execution of the Work or included in the materials or supplies agreed to be furnished under this Contract, and should the Contractor, his/her agents, servants, or employees, or any of them, be enjoined from furnishing or using any invention, process, equipment, article, materials, supplies or appliance supplied or required to be supplied or used under this Contract, the Contractor shall promptly substitute other inventions, processes, equipment, articles, materials, supplies, or

appliances in lieu thereof, of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Director. Or in the event that the Director elects, in lieu of such substitution, to have, supplied, and to retain and use, any such invention, process, equipment, article, materials, supplies, or appliances, as may by this Contract be required to be supplied and used, in that event the Contractor shall at his/her expense pay such royalties and secure such valid licenses as may be requisite and necessary to enable the City, its officers, agents, servants, and employees, or any of them, to use such invention, process, equipment, article, materials, supplies, or appliances without being disturbed or in way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse promptly to make the substitution hereinbefore required, or to pay such royalties and secure such licenses as may be necessary and requisite for the purpose aforesaid, then in that event the Director shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due the Contractor from the City, or recover the amount thereof from him/her and his/her surety, notwithstanding final payment under this Contract may have been made.

[END OF ARTICLE]

ARTICLE 9 – SUBMITTALS

9.01 GENERAL

- A. The Contractor shall submit samples, drawings, and data for the Director's approval which demonstrate fully that the construction, and the materials and equipment to be furnished will comply with the provisions and intent of the Drawings and Specifications.
- B. Specific items to be covered by the submittals shall include, as a minimum, the following:
 - 1. For structures, submit all shop, setting, equipment, miscellaneous iron and reinforcement drawings and schedules necessary.
 - 2. For conduits, submit a detailed layout of the conduit with details of bends and fabricated specials and furnish any other details necessary. Show location of shop and field welds.
 - 3. For equipment which requires electrical service, submit detailed information to show power supply requirements, wiring diagrams, control and protection schematics, shop test data, operation and maintenance procedures, outline drawings, and manufacturer's recommendation of the interface/interlock among the equipment.
 - 4. For mechanical equipment submit all data pertinent to the installation and maintenance of the equipment including shop drawings, manufacturer's recommended installation procedure, detailed installation drawings, test data and curves, maintenance manuals, and other details necessary.
 - 5. Samples
 - 6. Colors
 - 7. Substitutions
 - 8. Manuals
 - 9. As-built drawings
 - 10. Safety plans required by Article 10

9.02 PRODUCT HANDLING

- A. Submittals shall be accompanied by a letter of transmittal and shall be in strict accordance with the provisions of this Article.
- B. Submit priority of processing when appropriate.

9.03 SCHEDULE OF SUBMITTALS

- A. The Contractor shall prepare and submit a schedule of submittals. The schedule of submittals shall be in the form of a submittal log. Refer to Paragraph 9.12.

9.04 SHOP DRAWINGS

- A. All shop drawings shall be produced to a scale sufficiently large to show all pertinent features of the item and its method of connection to the Work.
- B. All shop drawing prints shall be made in blue or black line on white background. Reproductions of City/Contract Drawings are not acceptable.
- C. The overall dimensions of each drawing submitted to the Director shall be equal to one of the City's standard sheet sizes as listed below. The title block shall be located in the lower right hand corner of each drawing and shall be clear of all line Work, dimensions, details, and notes.

Sheet Sizes
Height X Width
11" X 8 1/2"
11" X 17"
24" X 36"
30" X 42"

9.05 COLORS

Unless the precise color and pattern are specified elsewhere, submit accurate color charts and pattern charts to the Director for his/her review and selection whenever a choice of color or pattern is available in a specified product. Label each chart naming the source, the proposed location of use on the project, and the project.

9.06 MANUFACTURERS' LITERATURE

Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

9.07 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment, and methods described in the Contract Documents. Any Contractor proposed substitutions are subject to the Director's approval.

The Director will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information, including life cycle maintenance data, required by the Director to evaluate the proposed substitution.
- B. Any requests for substitutions by the Contractor must be made within forty-five (45) calendar days from the Issuance Date on the Notice to Proceed. Otherwise, such requests will not be considered.
- C. Trade names and "or approved equal" provision as set forth in Paragraph 8.03.

9.08 MANUALS

- A. When manuals are required to be submitted covering items included in this Work, prepare and submit such manuals in approximately 8-1/2" X 11" format in durable plastic binders. In addition, manuals shall be submitted in electronic format. Manuals shall contain at least the following:
 - 1. Identification on, or readable through, the front cover stating general nature of the manual.

2. Neatly typewritten index near the front of the manual, furnishing immediate information as to location in the manual of all emergency data regarding the installation.
 3. Complete instructions regarding operation and maintenance of all equipment involved.
 4. Complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 5. Copy of all guarantees and warranties issued.
 6. Copy of drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturers' catalog pages, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturers' data with which this installation is not concerned.

9.09 AS-BUILT DRAWINGS

- A. When required to be submitted covering items included in this Work, the Contractor shall deliver to the City one complete set of final As-Built hard copy drawings together with a set of AutoCAD drawing files in electronic format showing completed building, "as-built" for City records before the Contract will be accepted by the City.
- B. The drawings shall be duplicates and at the same size and dimensional scale as the originals. They shall be on a polyester translucent base material with a minimum sheet thickness of .003 inch (.08mm).
- C. The legibility and contrast of each drawing submitted to the City shall be such that every line, number, letter, and character is clearly readable in a full size blow back from a 35 mm microfilm negative of the drawing.

9.10 SUBMITTALS QUANTITIES

- A. Submit seven (7) copies of all data and drawings unless specified otherwise.
- B. Submit all samples, unless specified otherwise, in the quantity to be returned, plus two, which will be retained by the Director.

9.11 IDENTIFICATION OF SUBMITTALS

Completely identify each submittal and re-submittal by showing at least the following information:

- A. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
- B. Name of project as it appears in the Contract Documents and Specification No.
- C. Drawing number and Specifications section number other than this section to which the submittal applies.
- D. Whether this is an original submittal or re-submittal.
- E. For samples, indicate the source of the sample.

9.12 SCHEDULE OF SUBMITTALS

- A. Submit initial schedule of submittals within five (5) Working Days after the Issuance Date on Notice to Proceed.
- B. Submit revised schedule of submittals within five (5) Working Days after date of request from the Director.
- C. The Director will review schedule of submittals and will notify Contractor that schedule is acceptable or not acceptable within five (5) Working Days after receipt.

9.13 COORDINATION OF SUBMITTALS

- A. Prior to submittal for the Director's review, use all means necessary to fully coordinate all material, including the following procedures:
 - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
 - 2. Coordinate as required with all trades and with all public agencies involved.
 - 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from the Specifications.
- B. Unless otherwise specifically permitted by the Director, make all submittals in groups containing all associated items; the Director may reject partial submittals as not complying with the provisions of the Specifications.

9.14 TIMING FOR SUBMITTALS

- A. Make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and re-submittal, and for placing orders and securing delivery.
- B. In scheduling, allow at least 15 Working Days for the Director's review, plus the transit time to and from the City office.
- C. Manuals shall be submitted prior to performing functional tests.

9.15 APPROVAL BY CITY

- A. Up to three (3) copies of each submittal, except manuals, schedule of costs for progress payments, and as-built drawings will be returned to the Contractor marked "No Exceptions Taken," "Make Corrections Noted - Do Not Resubmit," or "Make Corrections Noted - Resubmit." Manuals, schedule of costs, and as-built drawings will be returned for re-submittal if incomplete or unacceptable.
- B. Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed.
- C. If submittal is returned for correction, it will be marked to indicate what is unsatisfactory.

- D. Resubmit revised drawings or data as indicated, in five (5) copies.
- E. Approval of each submittal by the Director will be general only and shall not be construed as:
 - 1. Permitting any departures from the Specifications requirements.
 - 2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
 - 3. Approving departures from additional details or instructions previously furnished by the Director.

9.16 CHANGES TO APPROVED SUBMITTALS

- A. A re-submittal is required for any proposed change to an approved submittal. Changes which require re-submittal include, but are not necessarily limited to, drawing revisions, changes in materials and equipment, installation procedures and test data. All re-submittals shall include an explanation of the necessity for the change.
- B. Minor corrections to an approved submittal may be accomplished by submitting a "Corrected Copy".

[END OF ARTICLE]

ARTICLE 10 – SAFETY

10.01 PROTECTION OF PERSONS AND PROPERTY

- A. Contractor's Responsibility: Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the Work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to all applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.
- B. Sanitary Facilities. The Contractor shall furnish and maintain sanitary facilities by the worksites for the entire construction period.
- C. Protection of the Public. The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the opinion of the Director, a condition exists which the Contractor has not taken sufficient precaution of public safety, protection of utilities and/or protection of adjacent structures or property, the Director will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the Director, or in the event of an emergency situation, the Director may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the Director, may seem reasonable and necessary. The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

10.02 PROTECTION FROM HAZARDS

A. Trench Excavation

Excavation for any trench four (4) feet or more in depth shall not begin until the Contractor has received approval from the Director of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench. Such plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Occupational Safety and Health, and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil or Structural Engineer in the State of California.

B. Confined Spaces

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Code of Regulations. Entry of a confined space shall not be allowed until the Contractor has received approval from the Director of the Contractor's program for confined space entry. Confined space means a space that (1) Is large enough and so configured that an employee can bodily enter and perform assigned Work; and (2) Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry); and (3) Is not designed for continuous employee occupancy. Failure to submit a confined space entry program

may result in actions as provided in Article 5: "Suspension or Termination of Contract."

C. Material Safety Data Sheet

Contractor shall comply with all of the provisions of General Industry Safety Orders of the California Administrative Code. The Contractor shall submit to the Director a Material Safety Data Sheet (MSDS) for each hazardous substance proposed to be used, ten (10) days prior to the delivery of such materials to the job site or use of such materials at a manufacturing plant where the Director is to perform an inspection. For materials which are to be tested in City laboratories, the MSDS shall be submitted with the sample(s). Hazardous substance is defined as any substance included in the list (Director's List) of hazardous substances prepared by the Director, California Department of Industrial Relations, pursuant to Labor Code Section 6382. Failure to submit an MSDS for any hazardous substance may result in actions as provided in Article 5, "Suspension or Termination of Contract".

10.03 DIFFERING SITE CONDITIONS

- A. Differing Site Conditions Defined. The Contractor shall promptly, and before such conditions are disturbed, notify the Director in writing of any Differing Site Conditions. Differing Site Conditions are those conditions, located at the project site or in existing improvements and not otherwise ascertainable by Contractor through the exercise of due diligence in the performance of its inspection obligations in the Contract Documents, encountered by Contractor in digging trenches or other excavations(s) that extend deeper than four feet below the surface of the ground that constitute:
1. Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing materially from those indicated in these Contract Documents.
 3. Unknown physical conditions at the site, of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in these Contract Documents.
- B. Notice by Contractor. If the Contractor encounters conditions it believes constitute Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to the Director followed within twenty-four (24) hours by a further written notice stating a detailed description of the conditions encountered.
- C. The Director will promptly investigate the conditions and If he/she finds that such conditions do materially differ, or do involve hazardous waste, and do cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work under this Contract, an equitable adjustment will be made, as determined by the Director.
- D. Change Order Request. If Contractor intends to seek an adjustment to the Contract Sum or Contract Time based upon Differing Site Conditions, it must, within ten (10) Days after the Discovery Date relative to such conditions, submit a Change Order Request setting forth a detailed cost breakdown and Time Impact Analysis, in the form required by Article 6 of these General Conditions, of the additional Allowable Costs and Excusable Delay resulting from such Differing Site Conditions.
- E. Failure to Comply. Failure by Contractor to strictly comply with the requirements of this Paragraph

10.03 concerning the timing and content of any notice of Differing Site Conditions or request for adjustment in Contract Sum or Contract Time based on Differing Site Conditions shall be deemed waiver of any right by the Contractor for an adjustment in the Contract Sum or Contract Time by reason of such conditions.

- F. Final Completion. No claim by the Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.
- G. In the event of disagreement between the Contractor and the Director whether the conditions do materially differ or whether a hazardous waste is involved or whether the conditions cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any completion date required by the Contract, but shall proceed with all Work to be performed under the Contract Documents.
- H. The Contractor shall retain all rights provided by, and shall be subject to all requirements of, this Contract which pertain to the resolution of disputes and protests.
- I. Contractor Responsibility. Except as otherwise provided in this Paragraph 10.03 for Differing Site Conditions, Contractor agrees to solely bear the risk of additional cost and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements, without adjustment to the Contract Sum or Contract Time.

10.04 TRAFFIC REGULATION

- A. During the performance of the Work the Contractor shall erect and maintain necessary temporary fences, bridges, railings, lights, signals, barriers, or other safeguards as shall be appropriate under the circumstance in his/her judgment for the prevention of accidents; and he/she shall take other precautions as necessary for public safety including, but not limited to, traffic control. Traffic control shall be conducted in accordance with the latest edition of the Work Area Traffic Control ("WATCH") handbook, published by BNi Books, and as directed and approved by the City Traffic and Transportation Administrator.
- B. Contractor shall submit at least ten (10) Working Days prior to Work a detailed traffic control plan, that is approved by all agencies having jurisdiction and that conforms to all requirements of the Specifications.
- C. No changes or deviations from the approved detailed traffic control plan shall be made, except temporary changes in emergency situations, without prior approval of the City Traffic and Transportation Administrator and all agencies having jurisdiction.

Contractor shall immediately notify the Director, the City Traffic and Transportation Administrator and the agencies having jurisdiction of occurrences that necessitate modification of the approved traffic control plan.

- D. Contractor's failure to comply with this provision may result in actions as provided in Article 5: "Suspension or Termination of Contract" of these General Conditions.

10.05 TRAFFIC CONTROL DEVICES

- A. Traffic signs, flashing lights, barricades and other traffic safety devices used to control traffic shall

conform to the requirements of the WATCH handbook or the manual of traffic control, whichever is more stringent, and as approved by the City Traffic and Transportation Administrator.

1. Portable signals shall not be used unless permission is given in writing by the agency having jurisdiction.
 2. Warning signs used for nighttime conditions shall be reflectorized or illuminated. "Reflectorized signs" shall have a reflectorized background and shall conform to the current State of California Department of Transportation specification for reflective sheeting on highway signs.
- B. If the Contractor fails to provide and install any of the signs or traffic control devices required hereby or ordered by the City staff, staff may cause such signs or traffic control devices to be placed by others, charge the costs therefore against the Contractor, and deduct the same from the next progress payment.

10.06 EXECUTION

- A. The Contractor shall provide written notification to the Police Department, Traffic Bureau (323) 587-5171, at least two (2) weeks prior to the beginning of construction at any particular location. Notification will include the specific location, project dates, what lanes of the roadway will be closed and when. Also the construction project manager's name and business phone number and the construction inspector's name and business phone number.
- B. The Contractor shall notify, by telephone, the Police Department, (323) 587-5171 at the completion of any posting of temporary no parking signs. Notification will include the times, dates and locations of the posting. When vehicles must be towed for violation of temporary no parking signs, the person who actually posted the signs, or on-view supervisor of that posting, will be present to answer pertinent questions that may be asked by the parking enforcement officer or police officer towing the vehicles.
- C. The Contractor shall notify the Fire Department, on a daily basis during the entire period that construction is in progress whenever roadways are reduced in width or blocked. Notification shall be made to the Fire Dispatch (323) 881-6183 and the Contractor shall provide the information required to identify which roadways would have accessibility problems due to his/her operations. The Contractor shall submit to Fire Department schedule of Work for their use and files.
- D. Roads subject to interference from the Work covered by this Contract shall be kept open, and the fences subject to interference shall be kept up by the Contractor until the Work is finished. Except where public roads have been approved for closure, traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- E. Where alternating one-way traffic has been authorized, the maximum time that traffic will be delayed shall be posted at each end of the one-way traffic section. The maximum delay time shall be approved by the agency having jurisdiction.
- F. Contractor shall install temporary traffic markings where required to direct the flow of traffic and shall maintain the traffic markings for the duration of need. Contractor shall remove the markings by abrasive blasting when no longer required.
- G. Convenient access to driveways and buildings in the vicinity of Work shall be maintained as much as

possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.

- H. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

10.07 FLAGGING

- A. Contractor shall provide flaggers to control traffic where required by the approved traffic control plan.

1. Flaggers shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flaggers" of the California Department of Transportation.
2. Flaggers shall be employed full time on traffic control and shall have no other duties.

10.08 PEDESTRIAN CANOPIES OR BARRICADE IMPROVEMENTS

Refer to City of Vernon for requirements for building or access road safety improvements that the Contractor shall construct during construction period. These devices or improvements, as the City deems necessary or prudent, shall be at the expense of the Contractor.

[END OF ARTICLE]

ARTICLE 11 - INDEMNITY

11.01 INDEMNITY

To the maximum extent permitted by law, the Contractor shall fully indemnify, hold harmless, protect, and defend the City, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the Work performed by Contractor, or any of its officers, agents, employees, Subcontractors, Sub-Subcontractors, design consultants or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

- A. Bodily injury, emotional injury, sickness or disease, or death to any persons;
- B. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or City arising out of Contractor's Work, for which the Contractor is responsible;
- C. Stop notices and claims for labor performed or materials used or furnished to be used in the Work, including all incidental or consequential damages resulting to City from such stop notices and claims;
- D. Failure of Contractor or its Subcontractors to comply with the provisions for insurance;
- E. Failure to comply with any Governmental Approval or similar authorization or order;
- F. Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Contractor in connection therewith;
- G. Breach of any duty, obligation, or requirement under the Contract Documents;
- H. Failure to provide notice to any Party as required under the Contract Documents;
- I. Failure to protect the property of any utility provider or adjacent property owner; or
- J. Failure to make payment of all employee benefits.

This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees, except that, to the limited extent mandated by California Civil Code Section 2782, the Contractor shall not be responsible for liabilities which arise from the sole negligence or willful misconduct of Indemnitees or arise from the active negligence of City.

11.02 ENFORCEMENT

Contractor's obligations under this Article extend to claims occurring after termination of the Contractor's performance of the Contract or Final Payment to Contractor. The obligations apply regardless of any actual or alleged negligent act or omission of Indemnitees. Contractor, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the sole active negligence or willful misconduct of the Indemnitee or independent contractors who are directly responsible to Indemnitees. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law

or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Contract for the purpose of resolving such claims; provided, however, that the City may release such funds if the Contractor provides the City with reasonable assurance of protection of the City's interests. The City shall in its sole discretion determine whether such assurances are reasonable.

11.03 NO LIMITATIONS

Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in Article 12 herein; and do not limit, in any way, the applicability, scope, or obligations set forth in those insurance provisions. In claims, suits, or demands against any Indemnatee by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts.

[END OF ARTICLE]

ARTICLE 12 – INSURANCE

12.01 CONDITION TO COMMENCEMENT

Contractor shall not commence Work under this Contract until Contractor has obtained all insurance required hereunder from a company or companies acceptable to City, nor shall the Contractor allow any Subcontractor to commence Work on a subcontract until all insurance required of said Subcontractor has been obtained. Proof of insurance including insurance certificates and endorsements as set forth in Exhibit A4 must be submitted by the Contractor prior to the City's execution of the Contract.

12.02 MINIMUM COVERAGE AND LIMITS

Contractor shall maintain the insurance coverage as set forth in Exhibit A4 throughout the term of the Contract.

12.03 CONDITIONS REGARDING INSURANCE COVERAGE AND LIMITS

City and Contractor agree as follows:

- A. All insurance coverage and limits provided pursuant to the Contract Documents shall apply to the full extent of the policies involved, available or applicable. Nothing contained in the Contract Documents or any other agreement relating to City or its operations limits the application of such insurance coverage.
- B. None of the policies required by this Contract shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City's Risk Manager.

12.04 INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION

This Agreement's insurance provisions:

- A. Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- B. Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

[END OF ARTICLE]

ARTICLE 13 – BONDS

13.01 REQUIRED BONDS

A. Contractor shall furnish the following bonds:

1. A Performance Bond in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "A1" attached hereto.
2. A Payment Bond (Labor and Material) in an amount equal to one hundred percent (100%) of the total Contract price in the form shown in Exhibit "A2" attached hereto.
3. A Maintenance Bond in an amount equal to ten percent (10%) of the total Contract price in the form shown in Exhibit "A3" attached hereto.

13.02 POWER OF ATTORNEY

All bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.03 APPROVED SURETY

All bonds must be issued by a California admitted surety insurer with the minimum A.M Best Company Financial strength rating of "A: VII", or better. Bonds issued by a California admitted surety not listed on Treasury Circular 570 will be deemed accepted unless specifically rejected by the City. Bonds issued from admitted surety insurers not listed in Treasury Circular 570 must be accompanied by all documents enumerated in California Code of Civil Procedure Section 995.660. All such bonds must be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond on behalf of Surety must be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.

13.04 REQUIRED PROVISIONS

Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents.

13.05 NEW OR ADDITIONAL SURETIES

If, during the continuance of the Contract, any of the sureties, in the opinion of the City, are or become non-responsible or otherwise unacceptable to City, City may require other new or additional sureties, which the Contractor shall furnish to the satisfaction of City within ten (10) days after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the Work completed as provided in Article 5 herein.

13.06 WAIVER OF MODIFICATIONS AND ALTERATIONS

No modifications or alterations made in the Work to be performed under the Contract or the time of performance shall operate to release any surety from liability on any bond or bonds required to be given herein. Notice of such events shall be waived by the surety.

13.07 APPROVAL OF BONDS

The Contract will not be executed by City nor the Notice to Proceed issued until the required bonds have been received and approved by City. City's decision as to the acceptability of all sureties and bonds is final. No substitution of the form of the documents will be permitted without the prior written consent of City.

[END OF ARTICLE]

ARTICLE 14 - LABOR PROVISIONS

14.01 WORKING HOURS

- A. Work or activity of any kind shall be limited to the hours from 7:00 a.m. to 7:00 p.m. No construction noise shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the next day.
- B. Work in excess of eight (8) hours per day, on Saturdays, Sundays, or on City holidays requires prior consent of the Director and is subject to Cost of Overtime Construction Inspection.
- C. Night, Sunday and Holiday Work. No Work shall be performed at night, Sunday, or the ten (10) legal holidays to wit: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve, except Work pertaining to the public safety or with the permission of the Director, and accordance with such regulations as he/she shall furnish in writing. Before performing any Work at said times, except Work pertaining to the public safety, the Contractor shall give written notice to the Director so that proper inspection may be provided. "Night" as used in this paragraph shall be deemed to include the hours from 7:00 P.M. to 7:00 A.M. of the next succeeding day.

14.02 COST OF OVERTIME CONSTRUCTION SERVICES AND INSPECTIONS

- A. Overtime construction Work performed at the option of, or for the convenience of, the Contractor will be inspected by the City at the expense of the Contractor. For any such overtime beyond the regular 8-hour day and for any time worked on Saturday, Sunday, or holidays the charges will be determined by the City, and submitted to the Contractor for payment.
- B. Equipment, materials, or services provided by the City, in connection with Contractor-initiated overtime construction Work described in Paragraph 14.02(A), will also be at the expense of the Contractor. The charges will be determined by the City, and submitted to the Contractor for payment.
- C. There will be no charges to the Contractor for the inspection of overtime Work ordered by the Director or required by the Contract Documents.

14.03 COMPLIANCE WITH STATE LABOR CODE

- A. Contractor shall comply with the provisions of the Labor Code of the State of California and any amendments thereof.
 - 1. The time of service of any worker employed upon the Work shall be limited and restricted to eight (8) hours during any one-calendar day, and 40 hours during any one-calendar week.
 - 2. Work performed by employees of the Contractor in excess of eight (8) hours per day, and 40 hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
 - 3. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him/her in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Standards Enforcement of the State of California.

4. In the event City deems Contractor is in violation of this Paragraph 14.03, the Contractor shall, as a penalty, forfeit Fifty Dollars (\$50.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, a (one hundred dollar) \$100 penalty shall apply for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to cover underpaid wages. This subparagraph is effective to the extent it does not directly conflict with the overtime penalty provision of California Labor Code Section 558. In the event of such conflict, the California Labor Code governs over this Paragraph 14.03(A)(4).

14.04 WAGE RATES

A. Prevailing Wages

1. Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime Work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the Contract. The Director of the Department of Industrial Relations of the State of California (pursuant to California Labor Code) and the United States Secretary of Labor (pursuant to the Davis-Bacon Act) have determined the general prevailing rates of wages in the locality in which the Work is to be performed. The rates are available online at www.dir.ca.gov/DLSR/PWD/. To the extent that there are any differences in the federal and state prevailing wage rates for similar classifications of labor, the Contractor and its Subcontractors shall pay the highest wage rate.
2. The Contractor shall post a copy of the general prevailing rate of per diem wages at the job site.
3. The Contractor and any Subcontractor under him/her shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the Contract.
4. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining Contract applicable to the particular craft, classification, or type of worker employed on the project.
5. The Contractor shall, as a penalty to the State or the City, forfeit not more than Fifty Dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the Work or craft in which the worker is employed under the Contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
6. The specified wage rates are minimum rates only and the City will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him/her of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his/her own expense.

B. Payroll Records

1. Pursuant to California Labor Code Section 1776, the Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work classification, straight time and overtime hours worked each day and week, and the actual per

diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection.

2. The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) Working Days, provide a notice of change in location and address.
3. Upon request by the Director, the Contractor shall provide a copy of the certified payroll records along with a statement of compliance.

14.05 APPRENTICESHIP STANDARDS

- A. Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:
 1. Prior to commencing work on a public works contract, submit Contract Award information to the applicable joint apprenticeship committee, including an estimate of the journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Use Form DAS-140 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
 2. Employ apprentices for the public work at a ratio of no less than one (1) hour or apprentice work for every five (5) hours or labor performed by a journeyman. To request dispatch of apprentices, use Form DAS-142 from the State Department of Industrial Relations. The City reserves the right to require Contractor and Subcontractors to submit a copy of said forms to the City.
 3. Pay the apprentice rate on public works projects only to those apprentices who are registered, as defined in Labor Code Section 3077.
 4. Contribute to the training fund in the amount identified in the Prevailing Wage Rate publication for journeyman and apprentices. Contractors who choose not to contribute to the local training trust fund must make their contributions to the California Apprenticeship Council, P.O. Box 420603, San Francisco, CA 94142.
- B. Failure to comply with the provisions of California Labor Code Section 1777.5 may result in the loss of the right to bid or perform work on all public works projects for a period of one to three years and the imposition of a civil penalty of One Hundred Dollars (\$100.00) for each calendar day of noncompliance for the first violation and up to Three Hundred Dollars (\$300.00) for each calendar day of noncompliance for a second or subsequent violation. Contractor should make a separate copy of this material for each of his/her Subcontractors.
- C. Payroll Records. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman apprentice, worker or other employee employed in connection with the work. The payroll records shall be certified and shall be submitted to the Project Manager every two weeks.

- D. Statement of Employer Fringe Benefit Payments. Within five (5) calendar days of signing the Contract or Subcontract, as applicable, the Statement of Employer Payments (DLSE Form PW 26 from the State Department of Industrial Relations) shall be completed for each Contractor and Subcontractor of any tier who pays benefits to a third party trust, plan or fund for health and welfare benefits, vacation funds or makes pension contributions. The form must contain, for each worker classification, the fund, plan or trust name, address, administrator, the amount per hour contributed and the frequency of contributions. Training fund contributions shall also be reported in this form. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.

14.06 EMPLOYMENT OF APPRENTICES

- A. In the performance of this Contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in the Labor Code of the State of California and any amendments thereof.
- B. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid provisions of the Labor Code, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in the Labor Code of the State of California and any amendments thereof.

14.07 REGISTRATION WITH THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS

In the performance of this Contract, Contractor and/or any Subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

14.08 CHARACTER OF WORKERS

The Contractor shall not allow his/her agents or employees, Subcontractors, or any agent or employee thereof, to trespass on premises or lands in the vicinity of the Work. Only skilled foremen and workers shall be employed on Work requiring special qualifications, and when required by the Director, the Contractor shall discharge any person who commits trespass, or in the opinion of the Director, acts in a disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable manner. Any employee being intoxicated or bringing or having intoxicating liquors or controlled substances on the Work shall be discharged. Such discharge shall not be the basis of any claim for compensation of damages against the City or any of its officers, agents, and employees.

14.09 NO SMOKING – STATE LABOR CODE SECTION 6404.5

The Contractor and its agents, employees, Subcontractors, representatives, and any person under Contractor's control, are prohibited from smoking in— or within a 20-foot distance from— the Site, which is a "place of employment" under California Labor Code § 6404.5.

[END OF ARTICLE]

ARTICLE 15 - DISPUTE RESOLUTION

15.01 SUBMISSION OF CLAIMS

A. By Contractor

Contractor's right to commence the Claims Dispute Resolution Process shall arise upon the Director's written response denying all or part of a Claim. Contractor shall submit a written Statement of Dispute to the Director within seven (7) Days after the Director rejects all or a portion of Contractor's Claim. Contractor's Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the effect, if any, on the compensation due or performance obligations of Contractor under the Construction Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to the adjustment of the Contractor's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Contractor's time for performance. Adequate supporting data to a Statement of Dispute submitted by Contractor involving Contractor's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

B. By City

City's right to commence the Claims Dispute Resolution Process shall arise at any time following the City's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude City from asserting Claims in response to a Claim asserted by Contractor. A Statement of Dispute submitted by City shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by City as a result of such events.

C. Claims Defined

The term "claims" as used herein shall be as defined in California Public Contract Code § 20104(b)(2).

15.02 CLAIMS DISPUTE RESOLUTION PROCESS

The parties shall utilize each of the following steps in the Claims Dispute Resolution Process in the sequence they appear below. Each party shall participate fully and in good faith in each step in the Claims Dispute Resolution Process, which good faith effort shall be a condition precedent to the right of each party to proceed to the next step in the Claims Dispute Resolution Process.

A. Direct Negotiations

Designated representatives of City and Contractor shall meet as soon as possible (but not later than ten (10) Days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Claim. Each party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such party, and with full authority to resolve such Claim then and there, subject only to City's right and obligation to obtain City Council [or other City official] approval of any agreed settlement or resolution. In the Claim involves the assertion of a right or claim by a Subcontractor against Contractor that is in turn being asserted by Contractor against City, then such Subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the parties may either continue the negotiations or either party

may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

B. Deferral of Claims

Following the completion of the negotiations required by Paragraph 15.02-A., all unresolved Claims, except those that do not involve parties other than the Contractor and City, shall be deferred pending Final Completion of the Work, subject to City's right, in its sole and absolute discretion, to require that the claims Dispute Resolution Process proceed prior to Final Completion. In the event that City does not elect to proceed with the Claims Dispute Resolution Process prior to Final Completion of the Work, all Claims that have been deferred until such Final Completion shall be consolidated within a reasonable time after such Final Completion and thereafter pursued to resolution pursuant to the Claims Dispute Resolution Process. Nothing contained in this Article 15 shall be interpreted as limiting the parties' rights to continue informal negotiations of Claims that have been deferred until such Final Completion; provided, however, that such informal negotiations shall not be interpreted as altering the provisions of this Article 15 deferring final determination and resolution of unresolved Claims until after Final Completion of the Work.

C. Legal Proceedings

If the Claim is not resolved by direct negotiations then the party wishing to further pursue resolution or determination of the Claim shall submit the Claim for determination by commencing legal proceedings in a court of competent jurisdiction.

15.03 NO WAIVER

Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense based on the assertion that the rights of Contractor that are the basis of a Claim were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor's failure to comply with any time periods for providing notices or for submission or supporting documentation of Claims.

[END OF ARTICLE]

ARTICLE 16 - ACCOUNTING RECORDS

16.01 MAINTENANCE OF RECORDS

Contractor shall keep, and shall include in its contracts with its Subcontractors, provisions requiring its Subcontractors to keep full and detailed books and records in accordance with the requirements of the Contract Documents, including the following: all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project or the performance of the Work, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, Drawings, Specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda; accounting records; job cost reports; job cost files (including complete documentation covering negotiated settlements); backcharge; general ledgers; documentation of cash and trade discounts earned; insurance rebates and dividends, and other documents relating in way to Claims or Change Orders, Construction Change Directives, Work Directives, or other claims for payment related to the Project asserted by Contractor or any Subcontractor ("Accounting Records"). Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to City and shall include preservation of such records for a period of five (5) years after approval of the Notice of Completion and Acceptance by City, or for such longer period as may be required by applicable laws.

16.02 ACCESS TO RECORDS

Contractor shall allow, and shall include in its contracts with its Subcontractors provisions requiring its Subcontractors to allow, City and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all books and records relating to the Project that Contractor is required to maintain pursuant to Paragraph 16.01, above.

16.03 CONTRACTOR NONCOMPLIANCE, WITHHOLDING

Contractor's compliance with Paragraphs 16.01 and 16.02, above, shall be a condition precedent to maintenance of any legal action or arbitration by Contractor against City. In addition to and without limitation upon City's other rights and remedies for breach, including any other provisions for withholding set forth in the Contract Documents, City shall have the right, exercised in its sole discretion, to withhold from any payment to Contractor due under a current Application for Payment an additional sum of up to ten percent (10%) of the total amount set forth in such Application for Payment, until Contractor and its Subcontractors have complied with any outstanding and unsatisfied request by City under this Article 16. Upon such compliance with this Article 16, any additional monies withheld pursuant to this Paragraph 16.03 shall be released to Contractor.

16.04 SPECIFIC ENFORCEMENT BY CITY

Contractor agrees that any failure by Contractor or any Subcontractor to provide access to its books and records as required by this Article 16 shall be specifically enforceable, by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court and without the necessity of oral testimony, to compel Contractor to permit access, inspection, audits and/or reproduction of such books and records or to require delivery of such books and records to City for inspection, audit and/or reproduction.

[END OF ARTICLE]

ARTICLE 17-MISCELLANEOUS PROVISIONS

17.01 COMPLIANCE WITH APPLICABLE LAWS

A. Notices, Compliance

Contractor shall give all notices required by governmental authorities and comply with all applicable laws and lawful orders of governmental authorities, including but not limited to the provisions of the California Code of Regulations applicable to contractors performing construction and all laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage and equal employment opportunities.

B. Taxes, Employee Benefits

Contractor shall pay at its own expense, at no cost to the City and without adjustment to the Contract Sum, all local, state and federal taxes, including, without limitation all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or Subcontractors, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to meat for its exclusive use, then City, upon request, will execute documents necessary to show that is a political subdivision of the State for the purposes of such exemption and that the sale is for the exclusive use of the City, in which case no excise tax for such materials shall be included in the Bid or Contract Sum.

C. Notice of Violations

Contractor shall immediately notify the City and Director in writing of any instruction received from the City, Director, Architect or other person or entity that, if implemented, would cause a violation of any applicable law or lawful order of a governmental authority. If Contractor fails to provide such notice, then Director shall be entitled to assume that such instruction is in compliance with applicable laws and lawful orders of governmental authorities. If Contractor observes that any portion of the Drawings and Specifications or Work are at variance with applicable laws or lawful orders of governmental authorities, or should Contractor become aware of conditions not covered by the Contract Documents which will result in Work being at variance therewith, Contractor shall promptly notify Director in writing. If, without such notice to Director, Contractor or any Subcontractor performs any Work which it knew, or through the exercise of reasonable care should have known, was contrary to lawful orders of governmental authorities or applicable laws, then Contractor shall bear all resulting losses at its own expense, at no cost to City and without adjustment to the Contract Sum.

17.02 OWNERSHIP OF DESIGN DOCUMENTS

A. Property of City

All Design Documents, Contract Documents and Submittals (including, without limitation, all copies thereof) and all designs and building designs depicted therein are and shall remain the sole and exclusive property of the City and the City shall solely and exclusively hold all copyrights thereto. Without derogation the City's rights under this Paragraph, the Contractor and Subcontractors are

granted a limited, non-exclusive license, revocable at will of City, to use and reproduce applicable portions of the Contract Documents and Submittals as appropriate to and for use in the execution of the Work and for no other purpose.

B. Documents on Site

Contractor shall keep on the Project site, at all times and for use by City, Director, Inspectors of Record and City's Consultants, a complete set of the Contract Documents that have been approved by applicable Governmental Authorities.

C. Delivery to City

All Design Documents, Contract Documents and Submittals in the possession of Contractor or Subcontractors shall be returned to the City upon the earlier of Final Completion or termination of the Construction Contract; provided, however, that Contractor and each Subcontractor shall have the right to retain one (1) copy of the Contract Documents and Submittals for its permanent records

D. Subcontractors

Contractor shall take all necessary steps to assure that a provision is included in all subcontracts with Subcontractors, of every tier, who perform Work on the Project establishing, protecting and preserving the, City's rights set forth in this Paragraph.

17.03 AMENDMENTS

The Contract Documents may be amended only by a written instrument duly executed by the parties or their respective successors or assigns.

17.04 WAIVER

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the parties make and implement any interpretation of the Contract Documents without documenting such interpretation by an instrument in writing signed by both parties, such interpretation and implementation thereof will not be binding in the event of any future disputes.

17.05 INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and nothing contained in the Contract Documents shall be construed as constituting any relationship with City other than that of Project owner and independent contractor. In no event shall the relationship between City and Contractor be construed as creating any relationship whatsoever between City and Contractor's employees. Neither Contractor nor any of its employees is or shall be deemed to be an employee of City. Except as otherwise specified in the Contract Documents, Contractor has sole authority and responsibility to employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Subcontractors and for all other Persons that Contractor or any Subcontractor hires to perform or assist in performing the Work.

17.06 SUCCESSORS AND ASSIGNS

The Contract Documents shall be binding upon and inure to the benefit of City and Contractor and their permitted successors, assigns and legal representatives.

- A. City may assign all or part of its right, title and interest in and to any Contract Documents, including rights with respect to the Payment and Performance Bonds, to (a) any other governmental person as permitted by governmental rules, provided that the successor or assignee has assumed all of City's obligations, duties and liabilities under the Contract Document then in effect; and (b) any other Person with the prior written approval of Contractor.
- B. Contractor may collaterally assign its rights to receive payment under the Contract Documents. Contractor may not delegate any of its duties hereunder, except to Subcontractors as expressly otherwise permitted in the Contract Documents. Contractor's assignment or delegation of any of its Work under the Contract Documents shall be ineffective to relieve Contractor of its responsibility for the Work assigned or delegated, unless City, in its sole discretion, has approved such relief from responsibility.

Any assignment of money shall be subject to all proper set-offs and withholdings in favor of City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by City for completion of the Work, should Contractor be in default.

- C. Except for the limited circumstances set forth in Paragraph 17.06-B, above, Contractor may not, without the prior written consent of City in its sole discretion, voluntarily or involuntarily assign, convey, transfer, pledge, mortgage or otherwise encumber its rights or interests under the Contract Documents. No partner, joint venturer, member or shareholder of Contractor may assign, convey, transfer, pledge, mortgage or otherwise encumber its ownership interest in Contractor without the prior written consent of City, in City's sole discretion.

17.07 SURVIVAL

Contractor's representations and warranties, the dispute resolution provisions contained in Article 15, and all other provisions which by their inherent character should survive termination of the Contract and/or Final Acceptance, shall survive the termination of the Contract and the Final Acceptance Date.

17.08 LIMITATION ON THIRD PARTY BENEFICIARIES

It is not intended by any of the provisions of the Contract Documents to create any third party beneficiary hereunder or to authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. The duties, obligations and responsibilities of the parties to the Contract Documents with respect to such third parties shall remain as imposed by law. The Contract Documents shall not be construed to create a contractual relationship of any kind between City and a Subcontractor or any other Person except Contractor.

17.09 PERSONAL LIABILITY OF CITY EMPLOYEES

City's authorized representatives are acting solely as agents and representatives of City when carrying out the provisions of or exercising the power or authority granted to them under the Contract. They shall not be liable either personally or as employees of City for actions in their ordinary course of employment.

No agent, consultant, Council member, officer or authorized employee of City, shall be personally responsible for any liability arising under the Contract.

17.10 NO ESTOPPEL

City shall not, nor shall any officer thereof, be precluded or estopped by any measurement, estimate or certificate made or given by the City representative or other officer, agent, or employee of City under any provisions of the Contract from at any time (either before or after the final completion and acceptance of the Work and payment therefor) pursuant to any such measurement, estimate or certificate showing the true and correct amount and character of the work done, and materials furnished by Contractor or any person under the Contract or from showing at any time that any such measurement, estimate or certificate is untrue and incorrect, or improperly made in any particular, or that the work and materials, or any part thereof, do not in fact conform to the Contract Documents. Notwithstanding any such measurement, estimate or certificate, or payment made in accordance therewith, City shall not be precluded or estopped from recovering from Contractor and its Sureties such damages as City may sustain by reason of Contractor's failure to comply or to have complied with the Contract Documents.

17.11 GOVERNING LAW

The laws of the State of California govern the construction and interpretation of the Contract Documents, without regard to conflict of law principles. Unless the Contract Documents provide otherwise, any reference to laws, ordinances, rules, or regulations include their later amendment, modifications, and successor legislation. If Contractor or City brings a lawsuit to enforce or interpret one or more provisions of the Contract Documents, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. Contractor and City acknowledge that the Contract Documents were negotiated, entered into, and executed—and the Work was performed—in the City of Vernon, California.

17.12 FURTHER ASSURANCES

Contractor shall promptly execute and deliver to City all such instruments and other documents and assurances as are reasonably requested by City to further evidence the obligations of Contractor hereunder, including assurances regarding assignments of Subcontractors contained herein.

17.13 SEVERABILITY

If any clause, provision, section, paragraph or part of the Contract is ruled invalid by a court having proper jurisdiction, then the parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section, paragraph or part, which shall, to the greatest extent legally permissible, effect the original intent of the parties, including an equitable adjustment to the Contract Price to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section, paragraph or part shall not affect the validity or enforceability of the balance of the Contract, which shall be construed and enforced as if the Contract did not contain such invalid or unenforceable clause, provision, section, paragraph or part.

17.14 HEADINGS

The captions of the sections of the Contract are for convenience only and shall not be deemed part of the Contract or considered in construing the Contract.

17.15 ENTIRE AGREEMENT

The Contract Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to its subject matter.

17.16 COUNTERPARTS

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

[END OF ARTICLE]

EXHIBIT A1

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

PERFORMANCE BOND

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

(the "Contract") for the Work described as follows:

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under the terms of the Contract and all contract documents referenced in it ("Contract Documents") to furnish a bond guaranteeing Principal's faithful performance of the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"), a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal promptly and faithfully performs the undertakings, terms, covenants, conditions, and agreements in the Contract and Contract Documents (including all their amendments and supplements), all within the time and in the manner that those documents specify, then this obligation becomes null and void. Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

1. This Bond specifically guarantees Principal's performance of each obligation and all obligations under the Contract and Contract Documents, as they may be amended and supplemented including, but not limited to, Principal's liability for liquidated damages, Warranties, Guarantees, Correction, and Maintenance obligations as specified in the Contract and Contract

Documents except that Surety's total obligation, as described here, will not exceed the Bonded Sum.

2. For those obligations of Principal that survive Final Completion of the Work described in the Contract and Contract Documents, the guarantees in this Bond also survive Final Completion of the Work.
3. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly: (a) remedy the default; (b) complete the Project according to the Contract Documents' terms and conditions then in effect; or (c) using a procurement methodology approved by City, select a contractor or contractors acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available, as the Work progresses, sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract and Contract Documents including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
4. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents including, without limitation, an extension of time for performance does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
5. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
6. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
7. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay in addition to the Bonded Sum City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
8. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

[Signatures to this Exhibit A1, Performance Bond, Begin on Next Page].

On the date set forth below, Principal and Surety duly executed this Performance Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name and Title)

By: _____
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

- *THIS BOND MUST BE EXECUTED IN DUPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Abraham Alemu, General Manager of Public Utilities

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT

FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

Notary Public

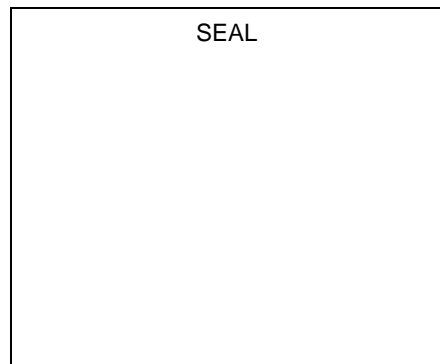


EXHIBIT A2

Bond No.: _____

Premium Amount: \$ _____

Bond's Effective Date: _____

PAYMENT BOND (LABOR AND MATERIALS)

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Design-Builder)

Contract (the "Contract") for the Work described as follows:

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under California Civil Code Sections 9550-9566 and the terms of the Contract and all contract documents referenced in it ("Contract Documents") to furnish a bond guaranteeing Principal's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"), a duly admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if Principal or a subcontractor fails to pay (a) any person named in California Civil Code Section 9100, or any successor legislation; (b) any amount due under California's Unemployment Insurance Code, or any successor legislation, for work or labor performed under the Contract or Contract Documents; or (c) any amount under Unemployment Insurance Code Section 13020, or any successor legislation, that Principal or a subcontractor must deduct, withhold, and pay over to the Employment Development Department from the wages of its employees, for work or labor performed under the Contract or Contract Documents, then Surety shall pay for the same in an amount not-to-exceed the Bonded Sum. Otherwise, this obligation becomes null and void. While this Bond remains in full force and effect, the following terms and conditions apply to this Bond:

1. This Bond inures to the benefit of any of the persons named in California Civil Code Section 3181, or any successor legislation, giving those persons or their assigns a right of action in any suit brought upon this Bond, unless California Civil Code Section 3267, or any successor legislation, applies.
2. An alteration, modification, change, addition, deletion, omission, agreement, or supplement to the Contract, Contract Documents, or the nature of the Work performed under the Contract or Contract Documents including, without limitation, an extension of time for performance does not, in any way, affect Surety's obligations under this Bond. Surety waives any notice of alteration, modification, change, addition, deletion, omission, agreement, supplement, or extension of time.
3. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's paying claims, demands, liens, or suits for any work, labor, services, materials, or equipment furnished or used in the Work.
4. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay in addition to the Bonded Sum City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
5. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.

[Signatures to this Exhibit A2, Payment Bond, Begin on Next Page].

On the date set forth below, Principal and Surety duly executed this Payment Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

(Signature)

By: _____
(Name and Title)

By: _____
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:

CORPORATE SEAL

CORPORATE SEAL

- *THIS BOND MUST BE EXECUTED IN DUPLICATE.*
- *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
- *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
- *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Abraham Alemu, General Manager of Public Utilities

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of,
and acknowledged to me that he/she subscribed the name of _____ thereto
as principal, and his/he own name as attorney in fact.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

Notary Public

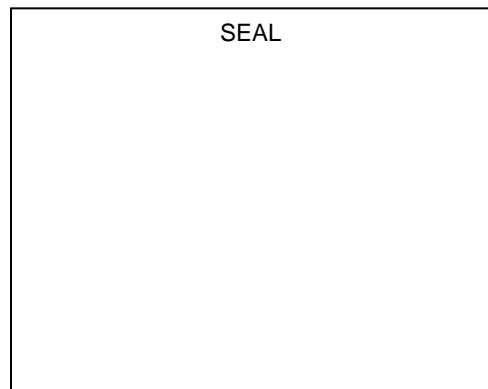


EXHIBIT A3

Bond No.: _____
Premium Amount: \$ _____
Bond's Effective Date: _____

MAINTENANCE BOND

RECITALS:

1. The City of Vernon, California ("City"), has awarded to

(Name, address, and telephone of Contractor)

("Principal"),
a Contract (the "Contract") for the Work described as follows:

Specification No. _____: _____ in Vernon, CA.

2. Principal is required under the terms of the Contract— and all contract documents referenced in it ("Contract Documents")— after completion of the Work and before the filing and recordation of a Notice of Completion for the Work, to furnish a bond to secure claims for Maintenance equal to ten percent (10%) of the total amount of the Contract Which shall hold good for a period of one (1) year from the date the City's Notice of Completion and Acceptance of the Work is filed with the County Recorder, to protect the City against the result of faulty material or workmanship during that time.
3. The Contract and Contract Documents, including all their amendments and supplements, are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

(Name, address, and telephone of Surety)

("Surety"), a duly
admitted surety insurer under California's laws, agree as follows:

By this Bond, We jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors, and assigns to pay City the penal sum of _____ Dollars (\$ _____) ("the Bonded Sum"), this amount comprising not less than ten percent (10%) of the total Contract Sum, in lawful money of the United States of America.

The Licensed Agent for Surety is:

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. _____.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT if the said Principal or any of his or her or its subcontractors, or the heirs, executors, administrators, successors, or assigns or assigns of any, all, or either of them, shall fail to execute within a reasonable amount of time, or fail to respond within seven (7) days with a written schedule acceptable to the City for same, repair or replacement of any and all Work, together with any other adjacent Work which may be displaced by so doing, that proves to be defective in its workmanship or material for the period of one (1) year (except when otherwise required in the Contract to be for a longer period) from the date the City's Notice of Completion and Acceptance, or equivalent, is filed with the County Recorder, ordinary wear and tear and unusual abuse or neglect excepted with respect to such Work and labor, the Surety herein shall pay for the same, in an amount not exceeding the sum specified in this Bond.

1. When City declares that Principal is in default under the Contract, or Contract Documents, or both, Surety shall promptly remedy the default using a procurement methodology approved by City, select a contractor or contractors acceptable to City to complete all of the Work, and arrange for a contract between the contractor(s) and City. Surety shall make available sufficient funds to pay the cost of repair or replacement of any and all Work and to pay and perform all obligations of Principal under the Contract and Contract Documents including other costs and damages for which Surety is liable under this Bond except that Surety's total obligation, as described here, will not exceed the Bonded Sum.
2. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.
3. Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.
4. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing Principal's faithful performance of the Work.
5. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
6. If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay, in addition to the Bonded Sum, City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.
7. Surety shall mail City written notice at least 30 days before: (a) the effective date on which the Surety will cancel, terminate, or withdraw from this Bond; or (b) this Bond becomes void or unenforceable for any reason.
8. Death of the Principal shall not relieve Surety of its obligations hereunder.

[Signatures to this Exhibit A3, Maintenance Bond, Begin on Next Page].

On the date set forth below, Principal and Surety duly executed this Maintenance Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: _____

PRINCIPAL:

SURETY:

(Company Name)

(Company Name)

(Signature)

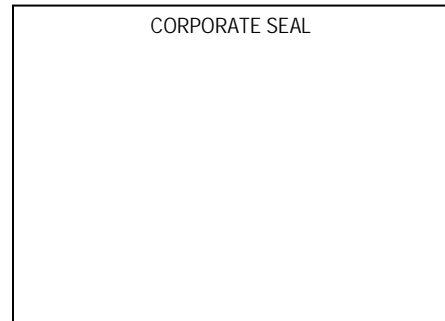
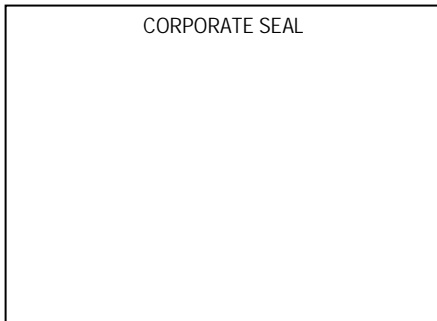
(Signature)

By: _____
(Name and Title)

By: _____
(Name and Title)

Address for Serving Notices or Other Documents:

Address for Serving Notices or Other Documents:



-
- *THIS BOND MUST BE EXECUTED IN DUPLICATE.*
 - *EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT.*
 - *THE ATTORNEY-IN-FACT'S SIGNATURE MUST BE NOTARIZED.*
 - *A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR THE SURETY, OR BOTH, ARE A CORPORATION.*
-

APPROVED AS TO SURETY AND
AMOUNT OF BONDED SUM:

APPROVED AS TO FORM:

By: _____
Abraham Alemu, General Manager of Public Utilities

By: _____
Zaynah N. Moussa, Interim City Attorney

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____ day of _____, 20____,
before me, _____(name), a Notary Public for said County, personally
appeared _____(name), who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument as the attorney in fact of
_____, and acknowledged to me that he/she subscribed the
name of _____ thereto as principal, and his/he own name as
attorney in fact.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true
and correct.

Notary Public

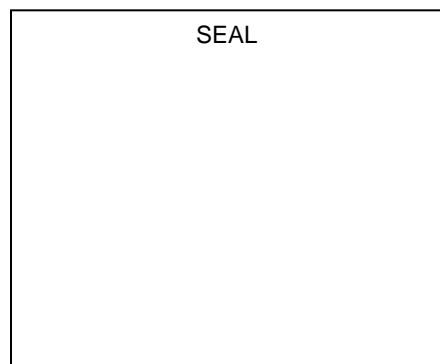


EXHIBIT A4

INSURANCE REQUIREMENTS

1.0 REQUIRED INSURANCE POLICIES

At its own expense, Contractor shall obtain, pay for, and maintain – and shall require each of its Subcontractors to obtain and maintain – for the duration of the Agreement, policies of insurance meeting the following requirements:

A. Workers' Compensation/Employer's Liability Insurance shall provide workers' compensation statutory benefits as required by law.

1. Employer's Liability insurance shall be in an amount not less than:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
 - (c) ONE MILLION DOLLARS (\$1,000,000) policy limit.

B. Commercial General Liability ("CGL") (primary). City and its employees and agents shall be added as additional insureds, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary, non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee, representative or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

1. CGL insurance must not be written for less than the limits of liability specified as follows:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person;
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for personal and advertising injury to any one person;
 - (c) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; and
 - (d) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit.
2. CGL insurance must include all major divisions of coverage and must cover:
 - (a) Premises Operations (including Explosion, Collapse, and Underground ["X,C,U"] coverages as applicable);
 - (b) Independent Contractor's Protective;

- (c) Independent Contractors;
- (d) Products and Completed Operations (maintain same limits as above until five (5) years after recordation of Notice of Completion);
- (e) Personal and Advertising Injury (with Employer's Liability Exclusion deleted);
- (f) Contractual Liability (including specified provision for Contractor's obligation under Article 11 of the General Conditions); and
- (g) Broad Form Property Damage.

3. Umbrella or Excess Liability Insurance (over primary), if provided, shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. The policy shall have starting and ending dates concurrent with the underlying coverages. The Named Insured may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

C. Business Automobile Liability Insurance

- 1. Business Automobile Liability Insurance must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned. If Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Business Automobile Liability Insurance coverage amounts shall not be less than the following:
 - (a) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
 - (b) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
 - (c) ONE MILLION DOLLARS (\$1,000,000) combined single limit.

D. Contractors Pollution Liability Insurance (CPL)

- 1. Contractor or Subcontractor shall obtain, pay for, and maintain for the duration of the Contract Contractors Pollution Liability insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
- 2. The policy limit shall provide coverage of no less than one million dollars (\$1,000,000) per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the

investigation, defense, or settlement of claims.

3. All activities contemplated in the Contract shall be specifically scheduled on the CPL policy as "covered operations." In addition, the policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
4. The policy shall specifically provide for a duty to defend on the part of the insurer. City, its officers, employees and agents shall be added to the policy as additional insureds by endorsement.

2.0 GENERAL REQUIREMENTS—ALL POLICIES

A. Qualifications of Insurer. At all times during the term of this Contract, Contractor's insurance company must meet all of the following requirements:

1. "Admitted" insurer by the State of California Department of Insurance or be listed on the California Department of Insurance's "List of Surplus Line Insurers" ("LESLI");
2. Domiciled within, and organized under the laws of, a State of the United States; and
3. Carry an A.M. Best & Company minimum rating of "A:VII".

B. Continuation Coverage. For insurance coverages that are required to remain in force after the Final Payment, and if reasonably available, Contractor shall submit to City, with the final Application for Payment, all certificates and additional insured endorsements evidencing the continuation of such coverage.

C. Deductibles or Self-Insured Retentions. All deductibles or self-insured retentions are subject to City's review and approval, in its sole discretion.

D. Commercial General Liability and Business Automobile insurance policies must be written on an "occurrence" basis and must add the City of Vernon and its officers, agents, employees and representatives as additional insureds.

E. Contractor's Insurance Primary. Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to City, or its representatives, or both, is excess over Contractor's insurance. City's insurance, or self-insurance, or both, will not contribute with Contractor's insurance policy.

F. Waiver of Subrogation. Contractor and Contractor's insurance company waive— and shall not exercise— any right of recovery or subrogation that Contractor or the insurer may have against City, or its representatives, or both.

G. Separation of Insureds. Contractor's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability.

H. Claims by Other Insureds. Contractor's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage.

I. Premiums. City is not liable for a premium payment or another expense under Contractor's policy

J. At any time during the duration of this Contract, City may do any one or more of the following:

1. Review this Agreement's insurance coverage requirements;
2. Require that Contractor obtain, pay for, and maintain more insurance depending on City's assessment of any one or more of the following factors:
 - (a) City's risk of liability or exposure arising out of, or in any way connected with, the services of Contractor under this Agreement;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of Contractor under this Agreement; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage.
3. Obtain, pay for, or maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to City for liability, or costs, or both, that City incurs during City's investigation, administration, or defense of a claim or a suit arising out of this Agreement; or

K. Contractor shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that City specifies for any coverage that Contractor must maintain after the Final Payment.

L. Contractor shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Contractor's insurance company shall mail City written notice at least thirty (30) days in advance of the policy's cancellation, termination, non-renewal, or reduction in coverage and ten (10) days before its insurance policy's expiration, cancellation, termination, or non-renewal, Contractor shall deliver to City evidence of the required coverage as proof that Contractor's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

M. At any time, upon City's request, Contractor shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising Contractor's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

N. If Contractor hires, employs, or uses one or more Subcontractor(s) to perform work, services, operations, or activities on Contractor's behalf, Contractor shall ensure that the Subcontractor complies with the following.

1. Meets, and fully complies with, this Agreement's insurance requirements; and

2. Furnishes City at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for City's review, or approval, or both. Failure of City to request copies of such documents shall not impose any liability on City, or its employees.

O. Contractor's failure to comply with an insurance provision in this Agreement constitutes a material breach upon which City may immediately terminate or suspend Contractor's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion and without waiving any other rights it may have pursuant to law, City has the right but not a duty to obtain or renew the insurance and pay all or part of the premiums. Upon demand, Contractor shall repay City for all sums or monies that City paid to obtain, renew, or reinstate the insurance, or City may offset the cost of the premium against any sums or monies that City may owe Contractor.

3.0 CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS

A. Contractor shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents and shall deliver said documents at the same time Contractor delivers this Agreement to City. City will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved all insurance documents. City's decision as to the acceptability of all insurance documents is final. Sample insurance documents in the City's approved format are set forth in this 4.

B. Required Submittals for Commercial General Liability and Business Automobile Insurance and Contractor's Pollution Liability Insurance. The following submittals must be on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein.

1. "Certificate of Insurance"
2. "Additional Insured Endorsement"
3. Subrogation Endorsement: "Waiver of Transfer to Rights of Recover Against Others"

Both Certificates of Insurance and Additional Insured Endorsements must read as follows: "The City of Vernon, and its officers, agents, employees and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City's insurance and self-insurance will apply in excess of, and will not contribute with this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage."

C. Required Submittals for Workers' Compensation Insurance. Contractor shall provide City with a certificate of insurance and a subrogation endorsement on forms satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative – which fully meet the requirements of, and contain provisions entirely consistent with, this Contract's workers compensation insurance requirements. If Contractor is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California is required; or if Contractor is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form is required.

D. Required Evidence of Builder's Risk Coverage. City will provide a certificate of insurance and a declarations page on a form satisfactory to the City Attorney or City's Risk Manager, and signed by the insurance carrier or its authorized representative. The policy terms must fully meet the requirements of, and contain provisions entirely consistent with, all of the insurance requirements set forth herein. The City shall be named as a loss payee on the insurance policy for the full replacement value of all buildings, structures, fixtures and materials to be constructed, maintained, repaired or supplied pursuant to this Contract.

- E. Contractor agrees to monitor and review all such coverage and assumes all responsibility for

ensuring that all required coverage is provided. Contractor agrees to obtain certificates evidencing such coverage.

F. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City or any other indemnitee as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

G. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

H. Any "self-insured retention" must be declared and approved by City. City reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting or other mechanisms to avoid risk transfer are not acceptable. If Contractor has such a program, Contractor must fully disclose such program to City.

EXHIBIT A5

Statement of Intent to Comply with Minimum Requirements of the Stormwater Permit

CITY OF VERNON
Public Works Department

Construction Stormwater Program

Permit Number: _____ Date: _____

Applicant: _____ Phone: _____

Project Address: _____

Property Owner: _____

Contractor: _____

Contractor's Address: _____

The National Pollutant Discharge Elimination System (NPDES) is a portion of the Clean Water Act that applies to the protection of receiving waters. Under permits from the Los Angeles Regional Water Quality Control Board (RWQCB), certain activities are subject to RWQCB enforcement. To meet the standards of the Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watershed of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4 (CAS004001), the City of Vernon has adopted minimum standards for stormwater runoff from development construction activities.

These minimum standards require the implementation of an effective combination of erosion and sediment control Best Management Practices (BMPs) to prevent erosion and sediment loss, and the discharge of construction waste at each site. At a minimum, the construction activity associated with the construction project identified above shall be conducted in such a manner that:

- Prevents illicit construction-related discharges of pollutants into the MS4 and receiving waters.
- Implements and maintains structural and non-structural BMPs to reduce pollutants in stormwater runoff from construction sites.
- Reduces construction site discharges of pollutants to the MS4 to the maximum extent practicable.
- Prevents construction site discharges to the MS4 from causing or contributing to a violation of water quality standards.

Note: The Stormwater BMP Construction Handbook sheets developed by the California Stormwater Quality Association shall be used as guidance in determining and implementing required BMPs. The BMP sheets may be reviewed at the [Insert Department] counter during regular business hours. A General Construction Permit shall be obtained and maintained for all construction sites one (1) acre or greater. Additional conditions may be required for these sites.

I have read and understand the requirements listed above and certify that I will comply with the minimum requirements above.

Signature: _____

Print Name: _____

Title: _____

Property Owner: _____

EXHIBIT A6

Statement of Intent to Comply with Minimum Requirements of the California
Covid-19 Industry Guidance: Construction

CITY OF VERNON
Public Utilities Department

Project Address: _____

Property Owner: _____

Contractor: _____

Contractor's Address: _____

The latest COVID-19 industry guidelines can be accessed at the following web address:

<https://www.dir.ca.gov/dosh/coronavirus/Guidance-by-Industry.html>

This document provides guidance for the construction industry to support a safe, clean environment for workers. The guidance is not intended to revoke or repeal any worker rights, either statutory, regulatory or collectively bargained, and is not exhaustive, as it does not include county health orders, nor is it a substitute for any existing safety and health-related regulatory requirements such as those of Cal/OSHA.1 Stay current on changes to public health guidance and state/local orders, as the COVID-19 situation continues. Cal/OSHA has more safety and health guidance on their Cal/OSHA COVID-19 Infection Prevention for Construction 2 Employers and Workers webpage. CDC has additional guidance for businesses and employers.

I have read and understand the requirements listed above and certify that I will comply with the minimum requirements above.

Signature: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT B
SPECIAL PROVISIONS
SPECIFIC FOR THIS PROJECT

EXHIBIT B
SPECIAL PROVISIONS - SPECIFIC FOR THIS PROJECT
ON-CALL WELL AND BOOSTER PUMP REPAIRS

GENERAL

B-1.01 Scope of Work – The Contractor shall furnish labor, materials, equipment, services, specialized skills, and supervision to perform the well or booster pump repair at various locations throughout the City of Vernon as requested by the City. **Two (2) Contractors may be selected for this Contract, a Primary and Secondary Contractor.** The Contractor shall perform such work in a thorough and professional manner. Work will be performed in accordance with this Specification on an as-needed basis.

The Contractor shall provide as-needed on-call services and repairs of City owned well and booster pumps, as further described in the special provisions, and other related equipment by truly trained and qualified personnel.

The Contractor shall secure the well or booster pump site at all times throughout the duration of the individual work item. The Contractor is also responsible for the proper discharge of water into the appropriate drainage system in a manner that complies with NPDES regulations and permits.

The Contractor shall respond to individual calls for service within one working day. The work will then be scheduled by mutual agreement and shall be completed within the time agreed upon for each specific item of work. **If, for any reason, the primary Contractor fails to respond to the City and/or cannot complete the individual work item in a timely manner, as determined by the City on a case-by-case basis, the City may contact the secondary Contractor and negotiate the work in accordance with the needs of the City.** Multiple failures to promptly respond to or complete the work in a timely manner may give cause for early termination of the agreement.

If so provided, the work shall be performed in accordance with the plans, drawings or instructions provided by the City for each project or work assignment. All work shall be quality work, performed according to industry standards; "Greenbook" Standard Specifications for Public Works Construction (current edition); The Standard Plans for Public Works Construction (current edition); State of California, Department of Transportation Standard Plans and Standard Specifications (current edition); the California State Water Resources Control Board (SWRCB), the American Water Works Association (AWWA) Standards, the National Electrical Manufacturers Association (NEMA) Standards, the City of Vernon Standard Plans, and to the complete satisfaction of the City. All parts used for repair and in reassembly of equipment shall be the manufacturer's authorized parts or specifically approved by the City prior to installation.

B-1.02 Contract Plans – The water system schematic diagram for City of Vernon is shown on Attachment "A". General information and brief description for each of the active wells and three booster plants for this project are shown on Attachment "B".

B-1.03 Specifications – The Work for this project shall be done in accordance with "GREENBOOK" STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (current Edition), State of California Department of Transportation (Caltrans) Standard Plans (current Edition) and the State of California Department of Transportation (Caltrans) Standard Specifications (current Edition), the California State Water Resources Control Board (SWRCB), the American Water Works Association (AWWA)

Standards, the National Electrical Manufacturers Association (NEMA) Standards, and the City of Vernon Standard Plans.

The Standard Specifications for Public Works Construction (current Edition) shall be referred to hereafter as the "Standard Specifications". The Caltrans Standard Plans (current Edition) shall be referred to hereafter as the "Standard Plans". The California Manual on Uniform Traffic Control Devices (current Edition) shall be referred to hereafter as the "CA MUTCD".

B-1.04 Length of Contract – The term of the contract to be awarded pursuant to this solicitation for bids will cover three (3) fiscal year, commencing on or about July 1, 2022 and expiring on the last day of June 2025 (The "Expiration Date")

B-1.05 Delays and Extensions of Time – The provisions of Section 6-6 entitled "Delays and Extensions of Time" of the Standard Specifications shall apply except as modified and supplemented below.

The second paragraph of subsection 6-6.1 is hereby deleted and the following paragraph shall be inserted in its place:

No extension of time will be granted for a delay caused by the inability of the Contractor to obtain materials, equipment and labor, except as authorized by the City Engineer. The length of contract time stipulated includes any time which may be required to obtain materials, equipment and labor, and the Contractor in submitting a bid shall be deemed to have ascertained the availability of materials, equipment and labor and considered same in his proposed construction schedule.

B-1.06 Quality of Work – The provisions of Section 4-1.1 entitled "Materials and Workmanship" of the Standard Specifications (2018) shall apply. In addition, any work deemed unacceptable by the City Representative, whether a cause is determined or not shall be repaired or replaced by the Contractor at his expense.

B-1.07 Liquidated Damages – As stated in Section 3.07 in Exhibit A – General Conditions, the Contractor shall pay the sum of \$500 for each day with respect to Contractor's failure to achieve Substantial Completion of the Work within the Contract Time.

B-1.08 Unit Prices - All costs not covered by specific unit prices but required for a complete job in place, shall be included in the items most related to the work.

B-2.01 Scheduling of Work – The Contractor shall submit his Baseline Project Schedule for the as-needed Work assignment to the City Representative prior to the commencement of any work. This Baseline Project Schedule must be reviewed and approved by the City Representative before the Contractor will be permitted to begin work. The Contractor shall give 48 hours' notice to the City Representative prior to the start of the work.

B-2.02 Working Days – All scheduled Work assignments shall occur **Monday thru Thursday** between the hours of 7am-3:30pm, unless otherwise agreed upon with the City.

B-3.01 Traffic Requirements - General – Before any partial or total closure of any street, the Contractor shall be required to obtain the approval of the City Engineer.

The Contractor shall comply with Section 7-10 of the Standard Specifications and provide safe and continuous passage for pedestrian and vehicular traffic at all times, unless previously approved by the City Engineer. The contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers and any other safety equipment as set forth in the latest publication of the State of California, Division of Highways, Traffic Manual or as required by the City Engineer to insure safe passage of traffic.

In addition to the requirements of the "MUTCD" handbook, the City Engineer may require flatter traffic tapers, additional traffic control devices, barricading, and other signing in order to ensure driver awareness and safety in the construction area. Further, the Contractor shall provide Type II or Type III barricades and delineators at locations as determined by the City Engineer.

The Contractor shall maintain continuous access to all businesses within the project limits. Any closed access or drive approach shall be immediately restored when the construction operation that necessitated such closure is completed. The following is a partial list of factors required to comply with this access requirement:

- a. Where a business or residence has more than one two-way drive, continuous access to at least one two-way drive shall be maintained at all times.
- b. In addition to the above, the Contractor shall be required to place trench plates over the excavated areas to allow temporary access to businesses when necessary.

B-3.02 Traffic Requirements – Specific for this Project – In addition to the general specific requirements of Section B-3.01 of these Specifications, the following provisions shall apply unless otherwise directed by the City Engineer.

- a. Except for emergency work, the Contractor shall submit **detour plans** to the City Engineer for approval at least (10) ten calendar days prior to any proposed shutdowns where traffic flow has to be diverted. This will not apply for emergency responses.

The posting of "NO PARKING" signs within the construction limits is permitted with the approval of the City Engineer. "NO PARKING" signs shall contain a "TOW AWAY" warning.

These signs shall be furnished and maintained by the Contractor and shall be of the type approved by the City Engineer. Each sign posted shall have the date and time indicating the duration of the "NO PARKING" prohibition printed clearly in a manner acceptable to the City Engineer. New signs shall be posted when changes occur in the parking prohibitions indicated on the previously posted signs.

Signs must be posted at least 72 hours in advance of construction or they are invalid. Signs shall not be attached to trees or taped to street light or traffic signal poles. The signs shall be effective for no more than three (3) calendar days and shall be removed within 24 hours after the work is complete. All signs, lights and other warning devices used shall be in accordance with State of California Business and Transportation City Department of Public Works Manual of Warning Signs, Lights and Devices for Use in Performance of Work on Highways. Contractor's costs for all the above signs shall be considered as included in the appropriate items and no extra compensation will be paid.

B-4.01 Extra Work – In the event the City and the Contractor are unable to negotiate an agreed price for extra work, which is acceptable to both parties, payment shall be made based on time and materials as follows:

a. Work by the Contractor: The following percentages shall be added to the Contractor's cost and shall constitute the markup for all overhead and profits:

1. Labor 20%
2. Materials 15%
3. Equipment Rental 15%
4. Other Items and Expenditures 15%

b. Work by the Subcontractor - When all or any part of the extra work is performed by a subcontractor, the above markups shall apply to the aggregate sum of the extra work, regardless of the number of tiers of subcontractors used. In addition, a markup of 10-percent on the first \$5,000 of extra work and 5-percent on work in excess of \$5,000 may be added by the Contractor.

B-4.02 Compliance with Laws, Regulations and Safe Practices – The Contractor shall perform all work in a safe, competent manner and in accordance with all federal, state, and local statutes, regulations, ordinances, rules, and governmental orders. The Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Inspection of the Contractor's performance by the City, its agents, or employees is not intended to include review of the adequacy of the Contractor's safety measures in or near the job site.

B-5.01 Construction Order of Work – Work shall be scheduled so as to lessen the impact upon businesses.

Requirements – General:

1. All construction shall conform to Sections 6-1 and 6-2 of the latest edition of the Standard Specifications for Public Works Construction and shall proceed in a smooth, efficient, timely and continuous manner. As such, once construction is started in a work area, the Contractor will be required to work continuously in that work area until construction has been completed and the work area is open and accessible to both vehicular and pedestrian traffic in a manner approved by the City Engineer before the next stage of work will be allowed to begin.

2. Once construction is started in a work area, the Contractor shall not withdraw manpower or equipment from that work area in order to start construction in another work area if doing so, in the opinion of the City Engineer, delays the completion of the work presently under construction.

3. The Contractor shall maintain continuous access to all residents and businesses within the project limits, including drive approaches, unless the Contractor has obtained the approval of the City Engineer to close either such access or drive approach.

4. No stockpiling of material and construction equipment on public streets or sidewalks will be permitted on this project unless approved by the City Engineer. Material and equipment placed on public streets, sidewalks and on the construction areas shall be used the same day.

B-6.01 Character of Workers – If any subcontractor or person employed by the Contractor shall appear to the City Engineer to be incompetent, intemperate, troublesome, or acts in a disorderly or otherwise

objectionable manner, he shall be immediately discharge from the project on the requisition of the City Engineer, and such person shall not be reemployed on the work. If said individual has an ownership interest in the contracting entity, the City Engineer will serve written notice upon the Contractor and the Surety providing the faithful performance bond, in accordance with Section 6-4, "Default by Contractor," of the Standard Specifications, demanding complete and satisfactory compliance with the Contract.

B-7.01 Examination of the Site – The Contractor is required to examine the site and judge for themselves the location, physical conditions, substructures, and surroundings of the proposed work.

B-7.02 Mobilization – The cost of all preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the project site must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-7.03 Dust Control – Throughout all phases of construction, including suspension of work, and until final acceptance of the project, the Contractor shall abate dust nuisance by cleaning, sweeping and sprinkling water, or other means as necessary when requested by the City. Failure of the Contractor to comply with the City Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation nor extension of contract completion time will be allowed as a result of such suspension. The cost of furnishing and operating dust control during the construction project must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-7.04 Temporary Water Meter – If necessary, the Contractor shall obtain a temporary water meter from the City of Vernon Water Department by placing a deposit of \$1000.00, which is inclusive of a \$200 installation fee. Contractor shall pay for all water used. Contractor shall not relocate the service. The Contractor shall call the City of Vernon Water Department to relocate the service and will be charged \$50.00 for each relocation.

B-7.05 Cleaning of Site During Construction – During construction, all existing improvements adjacent to the work area shall be swept free from soils, gravel, dirt or debris on a daily basis. The Contractor will be responsible for such cleaning.

B-7.06 Final Cleaning of Site and Restoration – The Contractor shall be responsible for cleaning and restoration of all damaged existing improvements such as sidewalk, driveway, curb and gutter, and private property at no cost to the City.

The Contractor shall remove all loose aggregates by sweeping all the sidewalks and gutters. The cost of furnishing and operating such sweeping after the construction of the project must be included in the various bid items, and no extra compensation will be paid to the Contractor.

B-8.01 Best Management Practices (BMP's) – The Contractor shall submit a copy of their Best Management Practices (BMPs) to the City Engineer for review ten (10) days prior to the beginning of any work.

The Contractor is hereby notified that specific construction practices in the Standard Specifications, Section 7-8.6.2, "Best Management Practices (BMPs)" are considered to be Best Management Practices. The Contractor shall implement and maintain such BMP's as are relevant to the work, and as are specifically required by the Plans or Special Provisions. The Contractor shall not commence activity until the BMP submittal has been reviewed and approved.

B-9.01 Protection of the Public – The Contractor shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the opinion of the City Engineer, a condition exists in which the Contractor has not taken sufficient precaution of public safety, protection of utilities, and/or protection of adjacent structures or property, the City Engineer will order the Contractor to provide a remedy for the condition. If the Contractor fails to act on the situation within a reasonable time period as determined by the City Engineer, or in the event of an emergency situation, the City Engineer may provide suitable protection by causing such work to be done and material to be furnished as, in the opinion of the City Engineer, may seem reasonable and necessary.

The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to the Contractor.

WELL AND BOOSTER PUMP REPAIR

B-10.01 Notification- The City representative will contact the contractor regarding any as-needed repair. The Contractor shall respond to individual calls for service within one working day. The work assignment will then be scheduled by mutual agreement and be completed within the time agreed upon as outlined in the approved Baseline Project Schedule for each specific item of work. **If, for any reason, the primary Contractor fails to respond to the City and/or cannot complete the individual work item in a timely manner, as determined by the City on a case-by-case basis, the City will contact the secondary Contractor to perform the individual work item.**

B-10.02 Pull and Inspect Equipment – The Contractor shall furnish all material, labor, equipment, and supervision to pull and inspect the well or booster pump equipment. The Contractor shall disassemble equipment into basic components, steam clean, digitally photograph, and prepare the components for inspection by the City. Pulled equipment shall be stored and protected at the Contractor's facility. The City or any of its vendors/consultants shall be granted access to storage site as necessary. Mobilization, demobilization and all other Contractor's costs for the above-mentioned work shall be included in the most appropriate bid item and no extra compensation will be paid to the Contractor therefor.

B-10.03 Install and Perform Equipment Start Up – The Contractor shall furnish all material, labor, equipment, and supervision to install and perform equipment startup of the well or booster pump equipment. The Contractor shall re-assemble equipment. The Contractor shall prepare and submit a detailed summary to include as-built CADD drawings of pump equipment, pump curve, shaft stretch and thrust bearing calculations, and field labor to check rotation and test pump operation. Mobilization, demobilization and all other Contractor's costs for the abovementioned work shall be included in the most appropriate bid item and no extra compensation will be paid to the Contractor therefor.

B-10.04 Additional Services – The Contractor shall furnish all material, labor, equipment, and supervision to perform any additional service described below. All services shall be done in accordance with industry standards. Care should be taken to ensure well components are not damaged by the operations. If not explicitly stated, the Contractor shall determine the level and extent of each operation and provide the City with a detailed work plan. The City will review and approve the work plan prior to the start of the work. Deposits removed from casing and screen maintenance operations shall be properly removed from the well. The Contractor is responsible for the proper disposal of extracted water and removed deposits.

- a. NPDES Compliance – The Contractor shall provide NPDES compliance as required for the following: pH/TSS/C12 Test Equipment, flow meters. Service shall include two above ground storage tanks, 100' of piping and appurtenances for discharge of well water.
- b. Side Scan Video Survey – The Contractor shall provide a video log survey of the selected well. Work shall include two electronic copies of the survey and a color report with screen captures.
- c. Locking device at Wellhead – The Contractor shall provide an appropriate locking device to secure the well when pump equipment is uninstalled.
- d. Temporary Test Pumping – The Contractor shall perform test pumping for a well and produce the appropriate documents and reports.
- e. Testing Engines - The Contractor shall provide the required testing engine(s) to perform appropriate test pumps for the well.
- f. Surging – The Contractor shall provide an appropriately sized surge block used to agitate the well water.
- g. High Velocity Jetting – The Contractor shall provide an appropriately sized jetting tool. Pressurized water is pumped through the tool and into the well screen or casing to remove deposits.
- h. Explosive Charges – The Contractor shall use the specified charge to create a percussive wave for removal of mineral incrustations.
- i. CO2 Injection – The Contractor shall use down hole tools that suddenly release nitrogen or air to create a percussive wave for removal of mineral incrustations.
- j. Dual Swab Airlifting – The Contractor shall perform the well rehabilitation repair service in accordance to industry standards. Well diameters range from 12" to 18".
- k. Wire Brush – The Contractor shall perform this pre-treatment to remove mineral deposits and corrosion byproducts inside the well.

- I. Chemical or Acid Treatment – The Contractor shall use the appropriate blend of chemicals based of the cause of the problem, well construction details, and type of formation to effectively remove deposits, with adequate agitation and penetration into the surrounding formation.

Mobilization, demobilization and all other Contractor's costs for the work shall be included in the most appropriate bid item and no extra compensation will be paid to the Contractor therefor.

B-10.05 Extraordinary Work - The City may request additional work in relation to well and booster motor pump repair not specifically listed on the Schedule of Bid Prices. This work shall be paid on a time and material basis based on the rates provided on the Schedule of Bid Prices. Upon an extraordinary repair service request, the Contractor shall provide the City with a detailed cost estimate which shall include estimated labor and equipment hours. The Contractor must receive written authorization from the City Representative to begin any work assignments.

B-10.06- Method of Payment - Upon receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for such as-needed repairs based on the bid items on the Schedule of Bid Prices.

For extraordinary work, the City shall compensate the Contractor for such repairs as follows:

a. Materials- The City shall pay the Contractor for materials used in work assignments not explicitly mentioned per the bid items on the Schedule of Bid Prices **plus the percentage markup specified in this agreement NOT TO EXCEED 15%**. All materials and parts shall be new or have the approval of the City representative if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in work assignments not explicitly mentioned.

b. Labor- After any work assignment is completed, the Contractor shall present with their invoice a record of hours spent on the repair. City shall pay the Contractor based on the bid items on the Schedule of Bid Prices for such hours of extraordinary repairs at the rates specified in this agreement. Said hourly rates shall be the total cost to the City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of workmen for health and welfare, insurance worker's compensation, pension, vacation, sick leave or any local, State, Federal or union tax or assessment.

c. Equipment- The City shall pay Contractor for equipment used in extraordinary repairs on a per hour basis as specified in this agreement. The listing of per hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified in this agreement of per hour rates as stated. No additional compensation shall be paid for transporting the equipment to or from the job site.

GENERAL MISCELLANEOUS

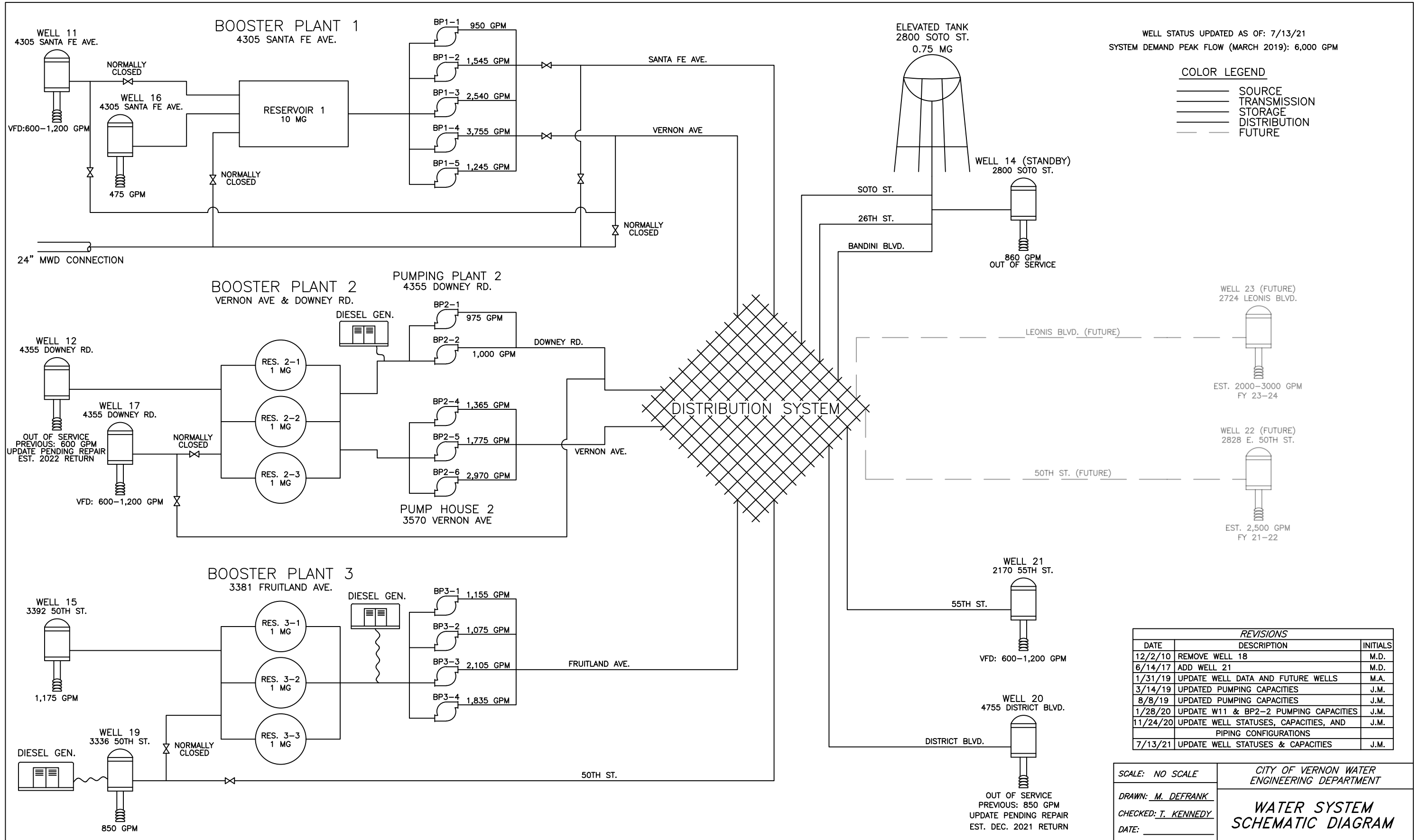
RECORDS

The contractor shall maintain a record of all service calls and work performed; records shall include dates, hour of day and description of service work performed. A copy of such record shall be maintained at all times and provided to the City Representative upon request.

COMPENSATION FOR REPAIRS

The City will compensate Contractor at the agreed price per unit for "Pull and Inspect Equipment" and "Install and Perform Equipment Start Up". Said compensation shall include all services rendered, labor, materials, equipment, overhead and profit. Delays due to Contractor are subject to liquidated damages as specified in the specifications (Section B-1.07).

ATTACHMENT A
WATER SYSTEM SCHEMATIC DIAGRAM



ATTACHMENT B
WELL AND BOOSTER PUMP INFORMATION CARDS

Well Information Card

Well Number WELL 11
Well Location 4305 Santa Fe Ave.
State Number 02S-13W-10P05S
Well Status Active
Type Drilling Rotary - Hydraulic Mills Knife
Date Drilled 5/23/1952
Lat. / Lon. 340000.0 1181300.0
Ground Elevation 197.22
Total Depth 1343
Sanitary Seal None
Conductor Casing None

Static Water Level 254
Casing Material #6 Gage Steel
Casing Size 0-603' =18" 570-1343 =14"
Perforation Int. 741-776, 816-826, 863-871,
983-997, 1105-1142, 1163-1186
Bowl Depth 440
Suction Pipe 12" - 20'
psi Transducer None
Air Line None
Sounding Tube None

Motor Information:

Make U.S. Motors
Model
Serial No. G95308-Y08Y13207-81R-1
HP 250
Volts 440
Amps 285
Phase 3 Phase, 60 Cycle
RPM 1185
Type HU
Code G
Design B
Frame 5006PWPL
Upper Bearing CAT-29426-EJ
Lower Bearing CAT-6219-J

Pump Information:

Make Layne & Bowler
Model
Serial No. V75-70614
Size 12"
Stages
RPM
Rated GPM
Head
Column Size 12" Std. Butt
Shaft Size 2-7/16" S.S.
Tube Size 3-1/2"
Discharge Head
Dis. Head Size
Dis. Head Material

Notes

Motor and Pump information may vary slightly. City will provide most recent information regarding specific wells prior to any scheduled work (All Sheets)

Work Order Information:

Well Number: 11

Well Information Card

Well Number WELL 12
Well Location 4533 Downey Rd.
State Number 02S-13W-11-R04S
Well Status Active
Type Drilling Cable Tool
Date Drilled 11/20/1953
Lat. / Lon. 340000.0 1181200.0
Ground Elevation 183.29
Total Depth 1588
Sanitary Seal None
Conductor Casing None

Static Water Level 284' - When Drilled
Casing Material #6 Gage Steel
Casing Size 0-957 =18", 957-1288 =14",
1288-1601 =12"
Perforation Int. 996-1015, 1067-1169, 1260-1580
(Mills Knife)
Bowl Depth 544'
Suction Pipe
psi Transducer None
Air Line 1/4" - 544' S.S.
Sounding Tube 1" pvc - 544'

Motor Information:

Make U.S. Motors
Model
Serial No. 6375-X05X098R028R-6
HP 150
Volts 460
Amps 179
Phase 3 Phase, 60 Cycle
RPM 1775
Type UR High Thrust
Code F
Design B
Frame 44TP16
Upper Bearing 29422-EJ
Lower Bearing 6215-J

Pump Information:

Make American Turbine
Model 12-L-55
Serial No.
Size 10"
Stages 6
RPM 1760
Rated GPM 700
Head 450 ft TDH
Column Size 8" / 544'
Shaft Size 1-1/2" S.S.
Tube Size 2-1/2"
Discharge Head Layne & Bowler - O/L
Dis. Head Size 20" x 8"
Dis. Head Material Cast Iron

Notes

10/07/2009 New Pump Installed

Work Order Information:

Well Number: 12

Well Information Card

Well Number WELL 14
Well Location 2800 Soto Street
State Number 02S-13W-11-E04S
Well Status Stand-By
Type Drilling Rotary Gravel Pack
Date Drilled 3/23/1962
Lat. / Lon. 340100.0 1181200.0
Ground Elevation 203.75
Total Depth 595' (Filled/Cement - 595 to 1302)
Sanitary Seal Yes - 360'
Conductor Casing 30" / 360'

Static Water Level 287
Casing Material 5/16" Steel
Casing Size 0-600 =18", 606-1302 =12"
Perforation Int. 360' - 1252'
(1/8" Louver)
Bowl Depth 332'
Suction Pipe 8" x 40' SCH 40 PVC .080 Slot
psi Transducer None
Air Line 1/4" x 352' - S.S.
Sounding Tube 1" PVC - 322'

Motor Information:

Make Emerson
Model CF05
Serial No. P027340539-0010-R0021
HP 200
Volts 460
Amps 222
Phase 3 Phase, 60 Cycle
RPM 1800
Type RUSI
Code G
Design B
Frame H445TPA
Upper Bearing CAT-7322-BEM
Lower Bearing CAT-6215-J

Pump Information:

Make ITT Goulds
Model 12RJHC
Serial No.
Size 8"
Stages 9
RPM 1760
Rated GPM 1200
Head 470 ft TDH
Column Size 8" x 20'
Shaft Size 1-1/2" x 20' S.S.
Tube Size 2-1/2" x 20'
Discharge Head Flow Serve
Dis. Head Size 16.5" x 8"
Dis. Head Material Iron

Notes

In 2012 the pump was removed and had to be replaced do to excessive ware. A temporary test pump was installed by General Pump to perform some testing with SeaQuest to eliminate the yellow or discolored water. The SeaQest did not solve the discolored water problem however we decided to purchase the test pump from General Pump and leave it in the well for standby use.

In 2009 the bottom of well was filled with Neat Cement from 1,302 feet to 595 feet. At that time a new motor, pump assembly, column pipe, shaft and tubing were installed with an extended perforated suction from the bowls to 579 feet, 16 feet off the bottom of well.

Work Order Information:

Well Number: 14

Well Information Card

Well Number WELL 15
Well Location 3392 E. 50th Street
State Number 02S-13W-14H04S
Well Status Active
Type Drilling Rotary Gravel Pack
Date Drilled 10/27/1966
Lat. / Lon. 340000.0 1181200.0
Ground Elevation 177.76
Total Depth 1550'
Sanitary Seal 330'
Conductor Casing 30" / 360'

Static Water Level 234'
Casing Material 5/16" Steel
Casing Size 0-500 =18", 500-1500 =12"
Perforation Int. 510-1502'
Bowl Depth 400'
Suction Pipe 10" x 20' / 30" Cone Strainer
psi Transducer Yes
Air Line 354.6'
Sounding Tube 1" PVC

Motor Information:

Make U.S. Motors
Model
Serial No. 1382968
HP 200
Volts 440
Amps 240
Phase 3 Phase, 60 Cycle
RPM 1800
Type HU
Code F
Design B
Frame 1504-PH
Upper Bearing 29330-MPC
Lower Bearing 6219-J

Pump Information:

Make Jhonson
Model 14BC
Serial No. JZ-3981
Size 12"
Stages 5
RPM
Rated GPM 1600
Head
Column Size 12" x 20' Butt Joint
Shaft Size 1-11/16" S.S.
Tube Size 2-1/2" x 6'-8" in 20' Lengths
Discharge Head
Dis. Head Size
Dis. Head Material Cast Iron

Notes

Work Order Information:

Well Number: 15

Well Information Card

Well Number WELL 16
Well Location 4305 Santa Fe Avenue
State Number 02S-13W-10P08S
Well Status Active
Type Drilling Rotary Gravel Pack
Date Drilled 8/18/1970
Lat. / Lon. 340000.0 1181300.0
Ground Elevation 197.22
Total Depth 1550'
Sanitary Seal 330'
Conductor Casing 30" / 360'

Static Water Level
Casing Material 5/16" Steel
Casing Size 0-500 =18", 500-1520 =12"
Perforation Int. 510 - 1460
Bowl Depth 393'
Suction Pipe
psi Transducer None
Air Line 393'
Sounding Tube 1-1/2" PVC - 393'

Motor Information:

Make Hitachi / Sun-Star - Submersible
Model 104 20034412
Serial No. KS0945
HP 200
Volts 460
Amps 255
Phase 3 Phase, 60 Cycle
RPM 1800
Type
Code
Design
Frame 12"
Upper Bearing NA
Lower Bearing NA

Pump Information:

Make Hydroflow
Model 12LC P.N. 1112LC01
Serial No.
Size 12"
Stages 6
RPM 1731
Rated GPM 1400
Head 365
Column Size 10"
Shaft Size None
Tube Size None
Discharge Head
Dis. Head Size 10"
Dis. Head Material Steel

Notes

9/23/14 Instaled new pump, motor, colimn pipe, elec. cable, check valve, S.T. Air Line, 1-1/2" PVC Sounding Toub

Work Order Information:

Well Number: 16

Well Information Card

Well Number WELL 17
Well Location 4355 Downey Rd
State Number 02S-13W-11R06S
Well Status Active
Type Drilling Rotary Gravel Pack
Date Drilled 11/1/1970
Lat. / Lon. 340000.0 1181200.0
Ground Elevation 183.29
Total Depth 1550'
Sanitary Seal 330
Conductor Casing 30" / 360'

Static Water Level 263'
Casing Material 5/16" Steel
Casing Size 0-500 =18", 506-1550 =12"
Perforation Int. 510 -1500
Bowl Depth 440'
Suction Pipe 12" x 20'
psi Transducer Yes
Air Line 445.5'
Sounding Tube 1" PVC

Motor Information:

Make U.S. Motors
Model
Serial No. 1301454
HP 200
Volts 440
Amps 240
Phase 3 Phase, 60 Cycle
RPM 1200
Type CFU Hi Thrust
Code F
Design B
Frame 587P
Upper Bearing 29426-MC
Lower Bearing 6220

Pump Information:

Make Layne & Bowler
Model 14R4
Serial No. D31546
Size 14"
Stages 10
RPM
Rated GPM 1500
Head
Column Size 12" x 10'
Shaft Size 2-3/16"
Tube Size 3-1/2"
Discharge Head
Dis. Head Size
Dis. Head Material Cast Iron

Notes

Work Order Information:

Well Number: 17

Well Information Card

Well Number WELL 19
Well Location 3336 E. 50th Street
State Number 02S-13W-14H05S
Well Status Active
Type Drilling Reverse Rotary - Gravel Pack
Date Drilled 9/19/1988
Lat. / Lon. 335950.0 1181333.0
Ground Elevation 180.45
Total Depth 1596'
Sanitary Seal 504'
Conductor Casing 30" / 504'

Static Water Level 204'
Casing Material 0.312" Steel
Casing Size 0-500 =18", 510-1596 =12"
Perforation Int. 510-1550'
Bowl Depth 403
Suction Pipe 12" x 10'
psi Transducer Yes
Air Line Yes (403')
Sounding Tube 1" PVC (403')

Motor Information:

Make U.S. Motors
Model
Serial No. 1325565
HP 200
Volts 440
Amps 240
Phase 3 Phase, 60 Cycle
RPM 1180
Type CFU Hi Thrust
Code NA
Design NA
Frame U 587
Upper Bearing NA
Lower Bearing NA

Pump Information:

Make Flowserve
Model 15E
Serial No.
Size 14"
Stages 10
RPM 1180
Rated GPM 1400
Head 460 TDH
Column Size 12"
Shaft Size 2-3/16"
Tube Size 3-1/2"
Discharge Head O/L
Dis. Head Size 25AC12
Dis. Head Material Cast Iron

Notes

Backup Power Generator - 1,850 gallon fuel capacity

April 2015 - Column pipe, shaft and tubing replaced, pump assembly rebuilt and motor rewound. - Contract CS-0514

August 2011 - Pump replaced and well rehabilitated - see Contract CS-0231. Also, motor reconditioned.

Work Order Information:

Well Number: 19

Well Information Card

Well Number WELL 20
Well Location 4755 District Boulevard
State Number 02S-13W-13H02S
Well Status Active
Type Drilling Reverse Rotary - Gravel Pack
Date Drilled 9/23/1988
Lat. / Lon. 335956.0 1181129.0
Ground Elevation 159.47
Total Depth 1580'
Sanitary Seal 504'
Conductor Casing 30" / 504'

Static Water Level 178'
Casing Material 0.312" Steel
Casing Size 0-500 =18", 510-1580 =12"
Perforation Int. 510 -1550
Bowl Depth 340
Suction Pipe 12" x 10'
psi Transducer 293' from base of motor
Air Line None
Sounding Tube 1" PVC

Motor Information:

Make U.S. Motors
Model
Serial No. 873712
HP 200
Volts 440
Amps 240
Phase 3 Phase, 60 Cycle
RPM 1200
Type NA
Code F
Design B
Frame NA
Upper Bearing NA
Lower Bearing NA

Pump Information:

Make Layne & Bowler
Model 14RM
Serial No.
Size 14"
Stages 10
RPM
Rated GPM 1600
Head 70 psi
Column Size 12"
Shaft Size 2-3/16"
Tube Size 3-1/2"
Discharge Head
Dis. Head Size
Dis. Head Material Cast Iron

Notes

Work Order Information:

Well Number: 20

Well Information Card

Well Number WELL 21
Well Location 2170 55th St.
State Number 02S-13W-15P11
Well Status
Type Drilling Reverse Rotary - Gravel Pack
Date Drilled 8/1/2001
Lat. / Lon. 33.99225 118.23363
Ground Elevation
Total Depth 1,020'
Sanitary Seal 380'
Conductor Casing 30" x 50'

Static Water Level 206
Casing Material 0.3125" Mild Steel
Casing Size 0-1020 =14"
Perforation Int. 423-462, 625-825, 866-1006
Bowl Depth
Suction Pipe
psi Transducer
Air Line
Sounding Tube

Motor Information:

Make U.S. Motors
Model 7322 BCBM Q2
Serial No. X 06 20160022-0001
HP 250
Volts 460
Amps 283.0
Phase 3 Phase, 60 Cycle
RPM 1780
Type RUI
Code 6
Design B
Frame
Upper Bearing
Lower Bearing

Pump Information:

Make Flowserve
Model 12ETMH-S
Serial No. 1607NNC00003-1
Size 12"
Stages 8
RPM 1775
Rated GPM 1200
Head 530'
Column Size 10"
Shaft Size 1.94"
Tube Size 3"
Discharge Head Flowserve
Dis. Head Size 12"
Dis. Head Material Steel

Notes

Smurfit Well 9

Work Order Information:

Well Number: 21

Booster Pump Service Card

Booster Name

B1-1

Booster Location

4305 Santa Fe Ave.

Pump Type

Vertical Turbine

Lat. / Lon.

34.00.347n / 118.13.899w

Shaft OD

1.20

Box ID

2.0

Motor Information:

Make

G.E.

Model

Tri-Clad (5K6257XH55A)

Serial No.

GCJ726504

HP

60 hp

Volts

460

Amps

144 / 72

Phase

3 Phase, 60 Cycle

Type

K

Code

G

Design

B

Frame

B364TP16

Upper Bearing

CAT-629A219G1

Lower Bearing

CAT-5903493P13

Pump Information:

Make

Layne & Bowler (Goulds Pump)

Model

Verti-Line 10R (12CMC)

Serial No.

D-16288

Size

NA

Stages

RPM

1770

Rated GPM

800 (950)

Head

200 ft

Notes

W.O. Date	Action Required	Work Performed	W.O. No.
10/17/2011	Repair Motor for Booster 1-1 at Pumping	9/21/11 - Booster 1-1 was delivered to	20025
7/14/2010	At PP #1 Change out packing on Booster	All old packing was removed and replace by	19187
6/24/2010	Repair motor as necessary - Booster Plant	Littlejohn Reuland picked up motor on	19098
8/21/2007	Repair Booster Pump 1-1 motor at Pumping	Rewind, replace strip heater . New bearing,	17245
1-3-2007	Pump Check out to perform efficiency test	Tested.	16785
8-23-2006	Repair Booster Pump 1-1, pump will be	Pump, shaft and column pipe was replaced	16371

Maint. Date	Maintenance Activity	Comments
3/22/2017	Lubricate booster motor lower bearing	Lubricate motor lower
3/22/2017	Lubricate booster shaft bearing	Lubricate shaft bearing
9/1/2016	Change oil in motor	OUT OF SERVICE
8/3/2016	Lubricate booster motor lower bearing	OUT OF SERVICE
8/3/2016	Lubricate booster shaft bearing	OUT OF SERVICE
2/3/2016	Lubricate booster motor lower bearing	Booster motor lower was lube.

Booster Pump Service Card

Booster Name B1-2

Booster Location 4305 Santa Fe Ave.

Pump Type Vertical Turbine

Lat. / Lon. 34.00.347n / 118.13.899w

Shaft OD 1.50

Box ID 2.3

Motor Information:

Make G.E.

Model Tri-Clad (5K6267XH48A)

Serial No. HBJ824142

HP 100

Volts 460

Amps 117

Phase 3 Phase, 60 Cycle

Type K

Code G

Design B

Frame B404TP16

Upper Bearing CAT-629A222G1

Lower Bearing CAT-5903493P16

Pump Information:

Make Layne & Bowler

Model Verti-Line 12R

Serial No. D-16289

Size NA

Stages

RPM 1770

Rated GPM 1,350

Head 210 ft

Notes

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W.O. Date	Action Required	Work Performed	W.O. No.
9/24/2016	Remove Booster Pump 1-2 at Pumping	Booster pump 1-2 remove due to holes on	22535
3/4/2015	Remove and repair motor on Booster 1-2 at	On 12/15/14 Reed Electric sent two guys	21665
2/7/2012	Repair Booster 1-2 drain line as needed at	Cut out 5"x5" square out of booster #2 outer	20265
1-8-2007	Pump Check out to perform efficiency test	Tested	16786
9/12/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15942

Maint. Date	Maintenance Activity	Comments
3/22/2017	Lubricate booster motor lower bearing	Lubricate motor lower
3/22/2017	Lubricate booster shaft bearing	Lubricate shaft bearing
9/1/2016	Change oil in motor	OUT OF SERVICE
8/3/2016	Lubricate booster motor lower bearing	OUT OF SERVICE
8/3/2016	Lubricate booster shaft bearing	OUT OF SERVICE
2/3/2016	Lubricate booster motor lower bearing	Booster motor lower was lube.

Booster Pump Service Card

Booster Name B1-3

Booster Location 4305 Santa Fe Ave.

Pump Type Vertical Turbine

Lat. / Lon. 34.00.347n / 118.13.899w

Shaft OD 1.70

Box ID 2.5

Motor Information:

Make G.E.

Model Tri-Clad (5K6278XH41A)

Serial No. GCJ726163

HP 200

Volts 460

Amps 230

Phase 3 Phase, 60 Cycle

Type K

Code G

Design B

Frame B445-TP20

Upper Bearing CAT-629A226G1

Lower Bearing CAT-5903493P16

Pump Information:

Make Layne & Bowler

Model Verti-Line 16 EH

Serial No. D-16290

Size NA

Stages

RPM 1770

Rated GPM 2,100

Head 270 ft

Notes

W.O. Date	Action Required	Work Performed	W.O. No.
1-3-2007	Pump Check out to perform efficiency test	Tested	16787
9/12/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15943
11/12/2097	Remove Motor from Booster 1-3 - motor will	REMOVED MOTOR Motor to be picked up	9317

Maint. Date	Maintenance Activity	Comments
4/24/2017	Change oil in motor	Changed oil in motor.
	Lubricate booster motor lower bearing	
	Lubricate booster shaft bearing	
9/6/2016	Lubricate booster motor lower bearing	OUT OF SERVICE
9/6/2016	Lubricate booster shaft bearing	OUT OF SERVICE
4/21/2016	Change oil in motor	Changed oil in motor.

Booster Pump Service Card

Booster Name B1-4

Booster Location 4305 Santa Fe Ave.

Pump Type Vertical Turbine

Lat. / Lon. 34.00.347n / 118.13.899w

Shaft OD 2.21

Box ID 3.0

Motor Information:

Make G.E.

Model Tri-Clad (5K6287XH3A)

Serial No. GCJ726168

HP 300

Volts 460

Amps 345

Phase 3 Phase, 60 Cycle

Type K

Code G

Design B

Frame 6287P20

Upper Bearing CAT-629A226G1

Lower Bearing CAT-2892334P20

Pump Information:

Make Layne & Bowler

Model Verti-Line 16 KH

Serial No. D16291A

Size NA

Stages

RPM 1775

Rated GPM 3,150

Head 270 ft

Notes

12" Column Pipe

W.O. Date	Action Required	Work Performed	W.O. No.
9/20/2016	Remove Booster Pump 1-4 at Pumping	Assist General Pump Co to remove Booster	22536
8/20/2008	Repair motor on Booster 4 at Pumping	8/5/08-Motor burned due to electrical	17961
1-3-2007	Pump Check out to perform efficiency test	Tested	16788
9/12/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15944
2/5/2004	At booster plant 1, booster pump 1-4, repair	Replace rubber gasket on victaulic.	14616
1-30-2002	Pumping plant 1, booster 4, repair packing	Adjusted set screws-	12778

Maint. Date	Maintenance Activity	Comments
	Excercise large boosters at PP1	
4/24/2017	Change oil in motor	Changed oil in motor.
4/13/2017	Excercise large boosters at PP1	Booster 1-4 was Excercise
	Lubricate booster shaft bearing	
3/14/2017	Excercise large boosters at PP1	Booster 1-4 was Excercise
12/8/2016	Excercise large boosters at PP1	Booster 2-4 was Exercise

Booster Pump Service Card

Booster Name B1-5

Booster Location 4305 Santa Fe Ave.

Pump Type Vertical Turbine

Lat. / Lon. 34.00.347n / 118.13.899w

Shaft OD 2.21

Box ID 3.0

Motor Information:

Make G.E.

Model Tri-Clad (5K6287XH3A)

Serial No. GCJ726167

HP 300

Volts 460

Amps 345

Phase 3 Phase, 60 Cycle

Type K

Code G

Design B

Frame 6287P20

Upper Bearing CAT-629A226G1

Lower Bearing CAT-2892334P20

Pump Information:

Make Layne & Bowler

Model Verti-Line 16 KH

Serial No. D16291B

Size NA

Stages

RPM 1775

Rated GPM 3,150

Head 270 ft

Notes

W.O. Date	Action Required	Work Performed	W.O. No.
1-3-2007	Pump Check out to perform efficiency test	Tested	16789
9/12/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15945

Maint. Date	Maintenance Activity	Comments
4/24/2017	Change oil in motor	Changed oil in motor.
	Lubricate booster shaft bearing	
	Excercise large boosters at PP1	
10/13/2016	Excercise large boosters at PP1	Out of service.
9/6/2016	Lubricate booster shaft bearing	OUT OF SERVICE
9/13/2016	Excercise large boosters at PP1	OUT OF SERVICE

Booster Pump Service Card

Booster Name B2-1

Booster Location 4533 Downey Road

Pump Type Vertical Turbine

Lat. / Lon. 34.00.266n / 118.12.333w

Shaft OD 1.52

Box ID 2.3

Motor Information:

Make Smithway

Model 26280

Serial No. 74433

HP 60 HP

Volts 220/440

Amps 146/73

Phase 3 Phase, 60 Cycle

Type IZBV

Code E

Design B

Frame A-445 P

Upper Bearing NA

Lower Bearing NA

Pump Information:

Make A.O. Smith

Model NA

Serial No. 7351793

Size 12" D.K.H.

Stages 3

RPM 1760

Rated GPM 1,100

Head 60 psi

Notes

W.O. Date	Action Required	Work Performed	W.O. No.
6/6/2016	per Pat Keyes, failure to start alarm.	Changed out pressure control switch. Jori	22395
8/8/2012	Repair Booster 2-1 at Pumping Plant 2	8/7/12 - Remove Limit Switch	20571
6/10/2008	Repair Plug Valve off of booster #1 at	Plug Valve was repaired and is operating	17843
5-17-2007	Changed packing on Booster 2-1 at	remove old packing and stuff , used new	17137
1-4-2007	Pump Check out to perform efficiency test	Tested	16790
9/26/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15946

Maint. Date	Maintenance Activity	Comments
	Smithway Booster Oil change	
12/14/2016	Lubricate booster shaft bearing	Booster is a water lube system
6/15/2016	Lubricate booster shaft bearing	This booster is a water lube booster.
4/27/2016	Smithway Booster Oil change	changed oil
12/16/2015	Lubricate booster shaft bearing	This booster is a water lubed system.
6/17/2015	Lubricate booster shaft bearing	This booster is a water lube booster.

Booster Pump Service Card

Booster Name B2-2

Booster Location 4533 Downey Road

Pump Type Vertical Turbine

Lat. / Lon. 34.00.266n / 118.12.333w

Shaft OD 1.52

Box ID 2.3

Motor Information:

Make Smithway

Model NA

Serial No. ?

HP 60 HP

Volts 220/440

Amps 146/73

Phase 3 Phase, 60 Cycle

Type IZBV

Code E

Design B

Frame A-445 P

Upper Bearing NA

Lower Bearing NA

Pump Information:

Make A.O. Smith

Model NA

Serial No. 7351793

Size 12" D.K.H.

Stages 3

RPM 1760

Rated GPM 1,100

Head 60 psi

Notes

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W.O. Date	Action Required	Work Performed	W.O. No.
1/7/2015	Remove and repair motor on Booster 2-2 at	On 10/27/14 motor from PP#2 Booster 2-2	21615
5/10/2012	Replace grease fitting on Booster 2-2 at	Replace grease fitting	20398
5/18/2010	Replace the packing on Booster 2-2 at	Replace all packing on booster 2-2	19072
1-4-2007	Pump Check out to perform efficiency test	Tested	16791
9/19/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15947
10-11-2001	Booster Pump 2-2, check packing and	Added packing and also made adjustments	12667

Maint. Date	Maintenance Activity	Comments
	Smithway Booster Oil change	
12/14/2016	Lubricate booster shaft bearing	Booster shaft bearing was lube
6/15/2016	Lubricate booster shaft bearing	Lubricate booster shaft bearing
4/27/2016	Smithway Booster Oil change	changed oil
12/16/2015	Lubricate booster shaft bearing	Booster shaft bearing was lube.
6/17/2015	Lubricate booster shaft bearing	Booster shaft bearing was lube.

Booster Pump Service Card

Booster Name

B2-3

Booster Location

4533 Downey Road

Pump Type

Vertical Turbine - Diesel

Lat. / Lon.

34.00.266n / 118.12.333w

Shaft OD

2.00

Box ID

2.5

Motor Information:

Make

G.E.

Model

5K6324XC4A

Serial No.

OMJ119006

HP

200 HP

Volts

440

Amps

235/250

Phase

3 Phase, 60 Cycle

Type

K

Code

F

Design

B

Frame

6324P

Upper Bearing

CAT-629A226G2

Lower Bearing

CAT-2892334P21

Pump Information:

Make

A.O. Smith

Model

NA

Serial No.

7351794

Size

14" D.K.H.

Stages

4

RPM

1770

Rated GPM

2,900

Head

70 psi

Notes

W.O. Date	Action Required	Work Performed	W.O. No.
9/19/2005	Pump Check out to perform efficiency test	Unable to perform test due to booster being	15948
7/24/2001	Check Booster 2-3: water appears to be	Removed algae from base also fixedleak on	12468

Maint. Date	Maintenance Activity	Comments
2/2/2017	Lubricate booster shaft bearing	Lubricate shaft bearing
11/3/2016	Change oil in motor	Not in service anymore.
8/3/2016	Lubricate booster shaft bearing	Lubricate booster shaft bearings
2/3/2016	Lubricate booster shaft bearing	Diesel Generator no long in service.
11/5/2015	Change oil in motor	Diesel booster no longer in service.
8/5/2015	Lubricate booster shaft bearing	Diesel booster longer in service.

Booster Pump Service Card

Booster Name B2-4

Booster Location 3570 Vernon Ave.

Pump Type Horizontal Split Case

Lat. / Lon. 34.00.325n / 118.12.404w

Shaft OD 3.00

Box ID 3.3

Motor Information:

Make Fairbanks Morse

Model NA

Serial No. 333017

HP 75 HP

Volts 220/440

Amps 174/187

Phase 3 Phase, 4 Pole, 50 Cycle

Type QSZS

Code NA

Design NA

Frame JE505S

Upper Bearing NA

Lower Bearing NA

Pump Information:

Make Fairbanks Morse

Model 8" - 5814E

Serial No. 339812

Size 8"

Stages Double Suction Centrifugal

RPM NA

Rated GPM 1,500

Head 60 psi

Notes

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W.O. Date	Action Required	Work Performed	W.O. No.
9/22/2015	Disconnect and remove motor for Booster	Disconnected and removed motor booster	22070
9/11/2012	Replace Soft-Start for Booster 2-4 at Pump	New soft start was installed by LittleJohn.	20557
1-4-2007	Pump Check out to perform efficiency test	Tested	16792
9/21/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15949
2-10-2005	Removal and rebuild booster pump #4 at	Vaughn's Industrial came out and removed	15348

Maint. Date	Maintenance Activity	Comments
	Clean PH2 booster bearings	
3/2/2017	Pump House 2 booster lubrication	Booster lubrication
2/9/2017	Clean PH2 booster bearings	Clean booster bearings
1/12/2017	Clean PH2 booster bearings	NOT IN SERVICE
12/15/2016	Clean PH2 booster bearings	Booster bearing were clean.
11/16/2016	Clean PH2 booster bearings	Clean booster bearings

Booster Pump Service Card

Booster Name B2-5

Booster Location 3570 Vernon Ave.

Pump Type Horizontal Split Case

Lat. / Lon. 34.00.325n / 118.12.404w

Shaft OD 2.55

Box ID 3.1

Motor Information:

Make Fairbanks Morse

Model NA

Serial No. 465201

HP 100 HP

Volts 440

Amps 116

Phase 3 Phase, 4 Pole, 50 Cycle

Type NA

Code F

Design NA

Frame R5505

Upper Bearing NA

Lower Bearing NA

Pump Information:

Make Fairbanks Morse

Model 6" - 5814E

Serial No. 500949

Size 6"

Stages Double Suction Centrifugal

RPM 1470

Rated GPM 2,000

Head 60 psi

Notes

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W.O. Date	Action Required	Work Performed	W.O. No.
1-3-2007	Pump Check out to perform efficiency test	Tested	16793
8-29-2006	Repair Booster Pump 2-5, pump will be	Pump top-case and impeller was removed,	16372
9/21/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15950

Maint. Date	Maintenance Activity	Comments
3/2/2017	Pump House 2 booster lubrication	Booster lubrication
	Clean PH2 booster bearings	
1/12/2017	Clean PH2 booster bearings	Clean booster bearings
12/15/2016	Clean PH2 booster bearings	Booster bearing were clean.
11/16/2016	Clean PH2 booster bearings	Clean booster bearings
9/3/2016	Pump House 2 booster lubrication	Lubricate Booster 2-5

Booster Pump Service Card

Booster Name B2-6

Booster Location 3570 Vernon Ave.

Pump Type Horizontal Split Case

Lat. / Lon. 34.00.325n / 118.12.404w

Shaft OD 3.00

Box ID 3.3

Motor Information:

Make Fairbanks Morse

Model NA

Serial No. 468721

HP 250 HP

Volts 440

Amps 283

Phase 3 Phase, 4 Pole, 60 Cycle

Type QZK

Code NA

Design NA

Frame RS684S

Upper Bearing NA

Lower Bearing NA

Pump Information:

Make Fairbanks Morse

Model 8" 5814 E

Serial No. 500941 & 503251

Size 8"

Stages Two Pumps

RPM 1475

Rated GPM 2,800

Head 100 psi

Notes

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W.O. Date	Action Required	Work Performed	W.O. No.
9/21/2015	Disconnect and remove motor for Booster	Disconnected and removed motor booster	22069
9/26/2013	Repair e/s coupling for Booster 2-6 at Pump	On 8/21/13 littlejohn came in at 8:00am to	20556
10-17-2007	Pump House #2 replace drain pipe and	replace drainpipe and fittings	17423
4/18/2007	Changed the packing on booster 2-6.	Replaced packing on booster 2-6 and	16967
1-4-2007	Pump Check out to perform efficiency test	Tested	16794
9/21/2005	Pump Check out to perform efficiency test	Unable to perform test due to booster being	15951

Maint. Date	Maintenance Activity	Comments
	Exercise Booster 2-6	
3/2/2017	Pump House 2 booster lubrication	Booster lubrication
	Clean PH2 booster bearings	
12/15/2016	Clean PH2 booster bearings	Cleaned booster bearings
4/20/2017	Exercise Booster 2-6	Booster 2-6 was Exercirse
11/16/2016	Clean PH2 booster bearings	Clean booster bearings

Booster Pump Service Card

Booster Name B3-1

Booster Location 3375 Fruitland Ave.

Pump Type Vertical Turbine

Lat. / Lon. 33.59.824n / 118.12.307w

Shaft OD 1.52

Box ID 2.3

Motor Information:

Make A.O. Smith

Model 2628A

Serial No. 72614

HP 60 HP

Volts 440

Amps 73

Phase 3 Phase, 60 Cycle

Type IZBV

Code NA

Design B

Frame A-445P

Upper Bearing NA

Lower Bearing NA

Pump Information:

Make A.O. Smith

Model NA

Serial No. 7351793

Size 12" D.K.H.

Stages 3

RPM 1760

Rated GPM 1,100

Head 60 psi

Notes

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W.O. Date	Action Required	Work Performed	W.O. No.
7/25/2011	Replace packing on Booster 3-1 at	Replace packing on booster 3-1	19886
7/29/2010	Booster 3-1 repair motor as necessary,	Motor came in on 7-29-10 work done LJ R.	19194
2/24/2009	Repair Booster 1 at Pumping Plant 3	Curtis replace a bad wire at booster #1	18279
5/10/2007	Booster 1 at Booster Plant 3, reinstall	SPECIFIC FAILURE- Winding grounded in	17097
5/2/2007	Remove and repair motor on Booster 1 at	Unbolted motor, and removed shaft nut.	17073
1-4-2007	Pump Check out to perform efficiency test	Tested	16795

Maint. Date	Maintenance Activity	Comments
	Smithway Booster Oil change	
	Lubricate booster shaft bearing	
8/29/2016	Lubricate booster shaft bearing	Lubricate booster shaft bearings
4/11/2016	Smithway Booster Oil change	changed oil
2/29/2016	Lubricate booster shaft bearing	Booster shaft bearing was lube.
8/31/2015	Lubricate booster shaft bearing	Booster shaft bearings were lubricated

Booster Pump Service Card

Booster Name B3-2

Booster Location 3375 Fruitland Ave.

Pump Type Vertical Turbine

Lat. / Lon. 33.59.824n118.12.307w

Shaft OD 1.52

Box ID 2.3

Motor Information:

Make Smithway

Model 2628C

Serial No. 74432

HP 60 HP

Volts 220/440

Amps 146/73

Phase 3 Phase, 60 Cycle

Type 12BV

Code E

Design B

Frame A-445P

Upper Bearing NA

Lower Bearing NA

Pump Information:

Make A.O. Smith

Model NA

Serial No. 7351793

Size 12" D.K.H.

Stages 3

RPM 1760

Rated GPM 1,100

Head 60 psi

Notes

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W.O. Date	Action Required	Work Performed	W.O. No.
1/19/2012	Replace soft star unit for Booster 3-2 at	Soft Start replace by Curtis defected unit	20244
4/7/2011	Booster Plant #3 Booster #2 change out	LITTLEJOHN- replace contacts with soft	19435
8/18/2010	Replace packing Booster 3-2 at Pumping	Replace old packing on booster	19271
5/7/2009	Repair or replace as needed the air relief	Replace old air relief valve	18375
3/10/2008	Repair booster # 2 at PP#3	Removed rust, primer, mix apoxy and apply.	17682
9/18/2007	Repair pin hole in piping for Booster 2 at	Repaired pin hole with patch weld. Alex W.	17365

Maint. Date	Maintenance Activity	Comments
	Smithway Booster Oil change	
1/2/2017	Lubricate booster shaft bearing	This booster is a water lubed system.
7/4/2016	Lubricate booster shaft bearing	Lubricate booster shaft bearings
4/11/2016	Smithway Booster Oil change	changed oil
1/4/2016	Lubricate booster shaft bearing	This booster is a self water lube booster
7/6/2015	Lubricate booster shaft bearing	Booster shaft bearing is a water lube system.

Booster Pump Service Card

Booster Name B3-3

Booster Location 3375 Fruitland Ave.

Pump Type Vertical Turbine

Lat. / Lon. 33.59.824n / 118.12.307w

Shaft OD 1.52

Box ID 2.3

Motor Information:

Make G.E.

Model _____

Serial No. 1282046

HP 100 HP

Volts 220/440

Amps 122.5

Phase 3 Phase, 60 Cycle

Type HU

Code F

Design B

Frame 444UP

Upper Bearing 7322M

Lower Bearing 6218J

Pump Information:

Make U.S. Pump

Model 14 JMO

Serial No. 29723

Size 14"

Stages 3

RPM 1800

Rated GPM 1800

Head NA

Notes

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W.O. Date	Action Required	Work Performed	W.O. No.
9/15/2010	Repair as necessary Booster # 3 at PP3	Installed 2 fuses, one on the D.C. side and	19297
7/22/2010	Repair Booster 3-3 at Pumping Plant 3	Station notified me that booster #3	19208
5/24/2010	Repair or replace check valve for Booster	Check valve operates fine.	19078
1-4-2007	Pump Check out to perform efficiency test	Tested	16797
10-17-2006	Repair Booster 3-3 at Pumping Plant 3,	Test ran pump for GPC mechanics, pump	16674
9/21/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15954

Maint. Date	Maintenance Activity	Comments
1/12/2017	Change oil in motor	Change oil on Booster 3-3
1/14/2016	Change oil in motor	Oil was change on Booster 3-3
12/3/2014	Change oil in motor	Oil was change on booster motor 3-3
11/25/2013	Change oil in motor	Booster 3-3 oil was changed.
10/31/2012	Change oil in motor	Booster 3-3 oil was changed.
11/9/2011	Change oil in motor	Change oil in booster

Booster Pump Service Card

Booster Name B3-4

Booster Location 3375 Fruitland Ave.

Pump Type Vertical Turbine

Lat. / Lon. 33.59.824n / 118.12.307w

Shaft OD 1.52

Box ID 2.3

Motor Information:

Make U.S.

Model _____

Serial No. 1282047

HP 100 HP

Volts 440

Amps 122.5

Phase 3 Phase, 60 Cycle

Type HU

Code F

Design B

Frame 444UP

Upper Bearing 7322M

Lower Bearing 6218J

Pump Information:

Make U.S. Pump

Model 14 JMO

Serial No. 29722

Size 14"

Stages 3

RPM 1800

Rated GPM 1800

Head NA

Notes

	▲
	▼

W.O. Date	Action Required	Work Performed	W.O. No.
11/12/2013	Replace Air Relief Valve for PP#3 Booster	Air relief valve was replace at PP#3	21165
1-4-2007	Pump Check out to perform efficiency test	Tested	16798
9/21/2005	Pump Check out to perform efficiency test	Pump Check perform test.	15955

Maint. Date	Maintenance Activity	Comments
1/12/2017	Change oil in motor	Change oil on Booster 3-4
1/14/2016	Change oil in motor	Oil was change on Booster 3-4
12/3/2014	Change oil in motor	Oil was change on booster motor 3-4
11/19/2013	Change oil in motor	changed out oil, and cleaned site glass. In both lower
10/31/2012	Change oil in motor	Change oil in booster
11/9/2011	Change oil in motor	Change oil in booster

Booster Pump Service Card

Booster Name B3-5

Booster Location 3375 Fruitland Ave.

Pump Type Vertical Turbine - Diesel

Lat. / Lon. 33.59.824n / 118.12.307w

Shaft OD 2.00

Box ID 2.5

Motor Information:

Make G.E.

Model 5K6324XC4A

Serial No. OMJ119003

HP 200 HP

Volts 440

Amps 235/250

Phase 3 Phase, 60 Cycle

Type K

Code F

Design B

Frame 6324P

Upper Bearing CAT-629A226G2

Lower Bearing CAT-2892334P21

Pump Information:

Make Smithway

Model NA

Serial No. 7351794

Size 14" D.K.H.

Stages 4

RPM 1770

Rated GPM 2900

Head 70 psi

Notes

	▲
	▼

W.O. Date	Action Required	Work Performed	W.O. No.
9/21/2005	Pump Check out to perform efficiency test	Unable to perform test, booster out of	15956
2-26-2002	Check oil leaking on Booster 3-5 engine.	Check out oil leak. Looks like it's coming	12467
4/11/2001	Repair fuel pump on Diesel Booster 3-5 at	Valley Detroit removed fuel pump to have	12231

Maint. Date	Maintenance Activity	Comments
12/5/2016	Change oil in motor	Booster out of Service
12/16/2015	Change oil in motor	Diesel booster no longer in service.
12/16/2014	Change oil in motor	Diesel booster no longer in service.
11/18/2013	Change oil in motor	Diesel booster no longer in service.
10/29/2012	Change oil in motor	Booster is out of service.
11/8/2011	Change oil in motor	Booster is out of service.

Booster Pump Service Card	
Booster Name	26th Sump-1
Booster Location	26th St. Storm Water Sump
Pump Type	Submersible
Lat. / Lon.	
Shaft OD	NA
Box ID	NA

Box ID	NA
--------	----

Lower Bearing	NA
---------------	----

Head	141.7
------	-------

[illegible]

Work Performed	W.O. No.
Made all necessary repairs in order to	22092

[illegible]

Booster Pump Service Card

Booster Name

26th Sump-2

Booster Location

26th St. Storm Water Sump

Pump Type

Submersible

Lat. / Lon.

Shaft OD

NA

Box ID

NA

Motor Information:

Make

HOMA - A Series Pump

Model

AM30385/6/3 GU

Serial No.

126544

HP

75

Volts

460

Amps

/99

Phase

3 Phase, 60 Cycle

Type

INS Class F

Code

E

Design

Frame

Upper Bearing

NA

Lower Bearing

NA

Pump Information:

Make

HOMA - A Series Pump

Model

AKX846-415/77G/C FM

Serial No.

126543

Size

12"

Stages

1

RPM

1160

Rated GPM

2650

Head

141.7

Notes

W.O. Date

Action Required

Work Performed

W.O. No.

Maint. Date

Maintenance Activity

Comments

Booster Pump Service Card

Booster Name

26th Sump-3

Booster Location

26th St. Storm Water Sump

Pump Type

Submersible

Lat. / Lon.

Shaft OD

NA

Box ID

NA

Motor Information:

Make

HOMA - A Series Pump

Model

AM30385/6/3 GU

Serial No.

126542

HP

75

Volts

460

Amps

/99

Phase

3 Phase, 60 Cycle

Type

INS Class F

Code

E

Design

Frame

Upper Bearing

NA

Lower Bearing

NA

Pump Information:

Make

HOMA - A Series Pump

Model

AKX846-415/77G/C FM

Serial No.

126543

Size

12"

Stages

1

RPM

1160

Rated GPM

2650

Head

141.7

Notes

W.O. Date

12/31/2015

Action Required

Remove and repair submersible Sump

Work Performed

Made all necessary repairs in order to

W.O. No.

22093

Maint. Date

Maintenance Activity

Comments

Booster Pump Service Card	
Booster Name	26th Sump-4
Booster Location	26th St. Storm Water Sump
Pump Type	Submersible
Lat. / Lon.	
Shaft OD	NA
Box ID	NA

Booster Name	26th Sump-4
Booster Location	26th St. Storm Water Sump
Pump Type	Submersible
Lat. / Lon.	
Shaft OD	NA
Box ID	NA

Motor Information:	
Make	HOMA - A Series Pump
Model	AM30385/6/3 GU
Serial No.	126541
HP	75
Volts	460
Amps	/99
Phase	3 Phase, 60 Cycle
Type	INS Class F
Code	E
Design	
Frame	
Upper Bearing	NA
Lower Bearing	NA

Make	HOMA - A Series Pump
Model	AM30385/6/3 GU
Serial No.	126541
HP	75
Volts	460
Amps	/99
Phase	3 Phase, 60 Cycle
Type	INS Class F
Code	E
Design	
Frame	
Upper Bearing	NA
Lower Bearing	NA

<u>Pump Information:</u>	
Make	HOMA - A Series Pump
Model	AKX846-415/77G/C FM
Serial No.	126543
Size	12"
Stages	1
RPM	1160
Rated GPM	2650
Head	141.7

Make	HOMA - A Series Pump
Model	AKX846-415/77G/C FM
Serial No.	126543
Size	12"
Stages	1
RPM	1160
Rated GPM	2650
Head	141.7

[illegible][illegible]

W.O. Date	Action Required	Work Performed	W.O. No.
12/31/2016	Remove and repair submersible Sump	All necessary repairs were performed in	22094

Maint. Date	Maintenance Activity	Comments
-------------	----------------------	----------

Booster Pump Service Card

Booster Name 26th Sump-5

Booster Location 26th St. Storm Water Sump

Pump Type Submersible

Lat. / Lon.

Shaft OD NA

Box ID NA

Motor Information:

Make HOMA - A Series Pump

Model AM20423P/4/3

Serial No. 123251

HP 20

Volts 460

Amps 49/24.5

Phase 3 Phase, 60 Cycle

Type INS Class F

Code F

Design

Frame

Upper Bearing NA

Lower Bearing NA

Pump Information:

Make HOMA - A Series Pump

Model AMX444-260/20P/C FM

Serial No. 123251

Size 6"

Stages 1

RPM 1750

Rated GPM 450

Head 114.8

Notes

W.O. Date Action Required Work Performed W.O. No.

Maint. Date Maintenance Activity Comments

Booster Pump Service Card	
Booster Name	Downey Sump - DS1
Booster Location	Downey Storm Water Sump
Pump Type	Vertical Turbine
Lat. / Lon.	
Shaft OD	1.46
Box ID	

Box ID _____

Make	U.S.
Model	
Serial No.	3915226
HP	10
Volts	220/440
Amps	
Phase	3 Phase, 60 Cycle
Type	HU
Code	G
Design	B
Frame	284UPH
Upper Bearing	6207-J
Lower Bearing	731-0BY

Make _____

Model _____

Serial No. _____

Size _____

Stages _____

RPM _____ 1200 _____

Rated GPM _____

Head _____

[illegible]

W.O. Date	Action Required	Work Performed	W.O. No.
5/25/2010	Remove and repair Sump Pump # 1 at the	4-19-10 COX IND. arrived on site to remove	19004

Maint. Date	Maintenance Activity	Comments
-------------	----------------------	----------

Booster Pump Service Card

Booster Name

Downey Sump - DS2

Booster Location

Downey Storm Water Sump

Pump Type

Vertical Turbine

Lat. / Lon.

Shaft OD

1.46

Box ID

Motor Information:

Make

U.S.

Model

Serial No.

3915224

HP

10

Volts

220/440

Amps

Phase

3 Phase, 60 Cycle

Type

HU

Code

G

Design

B

Frame

284UPH

Upper Bearing

6207-J

Lower Bearing

731-0BY

Pump Information:

Make

Model

Serial No.

Size

Stages

RPM

1200

Rated GPM

Head

Notes

W.O. Date

Action Required

Work Performed

W.O. No.

Maint. Date

Maintenance Activity

Comments

Booster Pump Service Card

Booster Name

Washington Sump - WS1

Booster Location

Washington Storm Water Sump

Pump Type

Vertical Turbine

Lat. / Lon.

Shaft OD

Box ID

Motor Information:

Make

Fairbanks Morse

Model

Serial No.

K209914

HP

50

Volts

220

Amps

Phase

3 Phase, 60 Cycle

Type

KZKV2

Code

NA

Design

NA

Frame

405UP

Upper Bearing

A-31314

Lower Bearing

A-01215

Pump Information:

Make

Model

Serial No.

Size

Stages

RPM

1175

Rated GPM

Head

Notes

W.O. Date

Action Required

Work Performed

W.O. No.

Maint. Date

Maintenance Activity

Comments

Booster Pump Service Card

Booster Name

Washington Sump - WS2

Booster Location

Washington Storm Water Sump

Pump Type

Vertical Turbine

Lat. / Lon.

Shaft OD

Box ID

Motor Information:

Make

Fairbanks Morse

Model

Serial No.

K209915

HP

50

Volts

220

Amps

Phase

3 Phase, 60 Cycle

Type

KZKV2

Code

NA

Design

NA

Frame

405UP

Upper Bearing

A-31314

Lower Bearing

A-01215

Pump Information:

Make

Model

Serial No.

Size

Stages

RPM

1175

Rated GPM

Head

Notes

W.O. Date

Action Required

Work Performed

W.O. No.

Maint. Date

Maintenance Activity

Comments

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

City Council Agenda Item Report

Submitted by: Jessica Balandran
Submitting Department: Public Utilities
Meeting Date: June 21, 2022

SUBJECT

Revision to Daggett Solar Power 2 Project Power Sales Agreement with Southern California Public Power Authority

Recommendation:

- A. Find that approval of the proposed action is exempt from California Environmental Quality Act (CEQA) review, because it is an administrative and fiscal activity that will not result in direct or indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines section 15378; with regard to the underlying project and pursuant to the Power Purchase Agreement between SCPPA and Daggett Solar Power 2 LLC, the lead agencies have obtained all CEQA determinations required for the construction, operation, and maintenance of the facility, or such determinations are reasonably expected to be timely obtained; and
- B. Approve and authorize the City Administrator to execute the revised Daggett Solar Power 2 Project Power Sales Agreement with Southern California Public Power Authority, in substantially the same form as submitted, for the purpose of purchasing 60 megawatts of solar power and 30 megawatts of battery storage with associated green attributes through the Daggett Solar Power 2 Project at a revised projected annual amount of approximately \$8,100,000 over a 20-year term.

Background:

On February 15, 2022, City Council approved a Power Sales Agreement (PSA) with Southern California Public Power Authority (SCPPA), in substantially the same form as submitted, for the purpose of purchasing 60 megawatts of solar power and 30 megawatts of battery storage with associated green attributes through the Daggett Solar Power 2 Project (Daggett 2 Project) for a projected annual amount of approximately \$7,100,000 over a 20-year term. On April 15, 2022, prior to SCPPA fully executing the Power Purchase Agreement, Clearway Energy Group LLC (Clearway Energy), the developer of the Daggett 2 Project, informed SCPPA of a price increase and a change to the Guaranteed Commercial Operation Date (GCOD).

Clearway Energy and the Daggett 2 Project are facing significant challenges in their supply chain due to increased COVID-19 related restrictions in Asia and the United States (U.S.) ports, U.S. trade laws with regards to the recent Auxin investigation of anti-dumping, and the ongoing Russian-Ukrainian War. Consequently, supply chain issues and the new market environment for Photo Voltaic (PV) solar projects have resulted in Clearway Energy experiencing a significant price increase in PV solar panels, battery costs, Engineering Procurement Contracts (EPCs), and transportation costs. Thus, resulting in a price increase for all off-takers of Daggett Solar projects. The revised PSA includes an approximate 13% increase for PV, an approximate 17% increase for the battery system, and a change to the GCOD.

Original Terms approved on February 15, 2022:

Guaranteed Commercial Operation Date (GCOD)	September 30, 2023
Solar Contract Capacity (MW)	60
Contract Price (\$/MWh)	\$24.85
BESS Contract Capacity (MW/MWh)	30/120
BESS Capacity Price (\$/kW-mo)	\$6.80

Revised Terms:

Guaranteed Commercial Operation Date (GCOD)	December 20, 2023
Solar Contract Capacity (MW)	60
Contract Price (\$/MWh)	\$28.10
BESS Contract Capacity (MW/MWh)	30/120
BESS Capacity Price (\$/kW-mo)	\$7.95

The revised PSA results in an increase of approximately \$1,000,000 each year, changing the projected annual amount to approximately \$8,100,000. As previously detailed this is a fixed price contract, output from the Project will degrade over time, thereby reducing the annual expense as the actual energy received. This type of agreement, despite the revised price and GCOD changes, still provides Vernon the opportunity to purchase affordable renewable energy with similar agencies seeking economies of scale. The PSA will protect the City from market price volatility and generation curtailment risks while enforcing development milestone dates with significant financial penalties. This will be the first battery storage project for the City. Battery storage technology enables the storage of energy from the solar power system or the grid during the middle of the day with low energy prices, and the discharge of that energy during peak high price evening hours.

As referenced in the February 15, 2022 staff report, Daggett 2 Project is a solar and storage project developed by Clearway Energy located in San Bernardino County. It was developed to make 650 megawatts (MW) solar photovoltaic (PV) with battery storage capability of 450 megawatts (MW) through a Battery Energy Storage System (BESS) while interconnecting to the California Independent System Operator (CAISO) System. The Daggett 2 Project is currently the largest solar and battery project in California, with affordable renewable energy for purchase. Even at the proposed revised price and new GCOD, the Daggett 2 Project continues to be very attractive and competitively priced in the market. Comparable projects are approximately 20-25% higher than the new proposed terms.

In an effort to comply with RPS regulations, staff recommends that City Council approve the revised PSA with SCPPA which will allow the City to obtain Portfolio Content Category 1 (PCC1) "bucket one" solar energy and Renewable Energy Credits that meet the RPS compliance requirements for Category 1, as set forth in the California Public Utilities Code, Section 399.16(b)(1)(A), which states, "Consistent with the goals of procuring the least-cost and best-fit electricity products from eligible renewable energy resources that meet project viability principles adopted by the commission pursuant to paragraph (5) of subdivision (a) of Section 399.13 and that provide the benefits set forth in Section 399.11, a balanced portfolio of eligible renewable energy resources shall be procured consisting of Eligible renewable energy resource electricity products that have a first point of interconnection with a California balancing authority."

The participation in the Daggett 2 Project, including recent revisions continues to fully align with the City's 2018 Electric Integrated Resource Plan (IRP), which was adopted by City Council on November 20, 2018, after diligent educational outreach to community

stakeholders. The IRP is Vernon's 10-year blueprint for ensuring reliable and environmentally responsible energy, at affordable rates. An RPS goal of 60% by 2030 is VPU's commitment to a sustainable energy future.

If the City Council approves the revised PSA, the City will still purchase 60 MW of solar power and 30 MW of battery storage for a term of 20 years, beginning with the revised project GCOD date of December 20, 2023. The City of Cerritos remains a participant in the project. In the event, the City of Cerritos decides not to participate in the Project, the City will purchase the additional 5 MW of solar power, for a total of 65 MW, and the additional 3 MW of battery storage, for a total of 33 MW. This will result in an annual cost of approximately \$9,100,000.

The proposed PSA is exempt from competitive bidding and competitive selection pursuant to Vernon Municipal Code Sections 3.32.110 (A)(5) and (B)(1), which exempt contracts with other governmental entities for supplies, equipment, or services. SCPPA conducted a competitive selection process and received several proposals, of which, the Daggett Solar Power 2, LLC Project was one of the lowest priced and backed by a reliable developer. The revisions to the PSA have been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Funds for the purchase of renewable energy from the Daggett Solar Power 2 Project through the proposed PSA with SCPPA will be budgeted accordingly for Fiscal Year 2023-2024 (Public Utilities Electric Enterprise Fund) during the annual City budget process and for subsequent years in Account No. 055.9200.500154.

Attachments:

1. [Revised Power Sales Agreement with SCPPA](#)
2. [Redlined Proposed Changes Power Purchase Agreement](#)

DAGGETT SOLAR POWER 2 SOLAR PROJECT

**POWER SALES AGREEMENT
BETWEEN**

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

AND

THE CITY OF VERNON

Dated as of [_____]

Table of Contents

	<u>Page</u>
1. PARTIES.....	1
2. RECITALS, CONSTRUCTION AND PRELIMINARY MATTERS.....	1
3. AGREEMENT.....	2
4. DEFINITIONS.....	2
4.1 Agreement.....	3
4.2 Effective Date	3
4.3 Total Power Costs	3
4.4 Monthly Costs.....	4
5. PURCHASE AND SALE OF FACILITY PRODUCTS AND THE OBLIGATIONS OF SCPPA AND VERNON.	4
5.1 Purchase and Sale of Participant Facility Products Share.....	4
5.2 Facility Products and Deliverables	5
5.3 Project Manager	5
5.4 Adoption of Annual Budget.....	5
5.5 Reports	6
5.6 Records and Accounts.....	6
5.7 Provide Information	6
5.8 Consultants and Advisors Available	7
5.9 Liquidated Damages	7
5.10 Grid Charging Energy.....	7
6. COORDINATING COMMITTEE.....	7
6.1 Establishment and Authorization of the Coordinating Committee	7
6.2 Coordinating Committee Responsibilities	9
6.3 Management Decisions and the Role of Board of Directors	12
6.4 Periodic Audits.....	13
6.5 Additional Committees	13
6.6 Costs of Consultants	13
6.7 Participating Member Representative Expenses.....	13
7. CHARGES AND BILLINGS.	14
7.1 Monthly Costs.....	14
7.2 Billing Statement	14
7.3 Adoption of Alternative Billing Statement Procedures	14
7.4 Disputed Monthly Billing Statement	15
7.5 Reconciliation of Monthly Costs	15
7.6 Other or Additional Cost Reconciliation Mechanisms	15
7.7 Prepayment of Monthly Costs	15
8. UNCONDITIONAL PAYMENT OBLIGATIONS; RATE COVENANT; AUTHORIZATIONS; CONFLICTS; LITIGATION.	16
8.1 Unconditional Payment Obligation.....	16
8.2 Source of Payments.....	16

Table of Contents (continued)

8.3	Rate Covenant.....	16
8.4	Authorizations.....	16
8.5	Conflicts.....	17
8.6	Litigation.....	17
9.	OTHER TERMS AND SERVICES.....	17
9.1	Delivery Procedures.....	17
9.2	Other Services and Transmission From Point of Delivery	17
9.3	Energy Services	17
9.4	[Reserved.]	17
9.5	[Reserved.]	17
9.6	Transfer of Environmental Attributes to Vernon.....	18
10.	PROJECT SPECIFIC MATTERS AND VERNON RIGHTS AND OBLIGATIONS UNDER PROJECT AGREEMENTS.	18
10.1	Rights and Obligations under the Project Agreements	18
10.2	Revision of Appendix B.....	18
11.	NONPERFORMANCE AND PAYMENT DEFAULT.....	18
11.1	Nonperformance by Vernon	18
11.2	Notice of Payment Default.....	19
11.3	Cured Payment Default.....	19
11.4	Failure to Cure Payment Default	19
11.5	Treatment of the Defaulting Purchaser's Project Rights and Obligations upon its Payment Default.....	20
11.6	Elimination or Reduction of Payment Obligations	21
11.7	Use of Reserve Funds	21
11.8	Step-Up Invoices.....	21
11.9	Application of Moneys Received from Step-Up Invoices Relating to the Project	22
11.10	Application of Moneys Received from Default Invoices	22
11.11	Application of Moneys Received from Compliance Payments	22
11.12	Application of Moneys Received from Sale of Facility Products	23
11.13	PPA Damages	23
12.	CHARACTER, CONTINUITY OF SERVICE.....	23
12.1	Outages, Interruptions and Curtailment of Energy Deliveries.....	23
12.2	Uncontrollable Forces	23
13.	[RESERVED].....	24
14.	LIABILITY.....	24
14.1	Participants' Obligations Several.....	24
14.2	No Liability of SCPPA, Directors, Officers, Etc	24
14.3	Extent of Exculpation; Enforcement of Rights	24
14.4	Indemnification for Claims of Retail Customers	24
14.5	Determination or Enforcement of Rights.....	25
14.6	No Relief From Insurer's Obligations	25
14.7	SCPPA Directors, Officers, Employees, Agents Not Individually Liable; No General Liability of SCPPA.....	25

Table of Contents (continued)

15. RESTRICTIONS ON DISPOSITION.....	25
15.1 Assignment	25
15.2 Restrictions on Elimination of Payment Obligations.....	25
15.3 Restrictions on Disposition of Vernon’s Entire System	26
15.4 Successors and Assigns.....	26
16. EFFECTIVE DATE, TERM AND EXPIRATION.....	26
16.1 Effective Date; Execution in Counterparts	26
16.2 Termination Conditions	26
16.3 Expiration.....	26
16.4 Termination of Agreement before Expiration Date	26
16.5 Final Distribution of Reserve Fund.....	27
17. SEVERABILITY	27
18. REPRESENTATION AND GOVERNING LAW	27
19. ARBITRATION AND ATTORNEYS’ FEES.....	27
20. CONDITIONS TO TERMINATION OR AMENDMENT.....	27
21. ADJUSTMENT TO APPENDIX B IF SCPPA PARTICIPANT DOES NOT OBTAIN APPROVALS.....	27
22. NOTICES	28
23. AMENDMENTS.....	28

APPENDICES

A– DEFINITIONS	A-1
B– SCHEDULE OF PARTICIPANTS FACILITY PRODUCTS SHARES, PARTICIPANT FACILITY PRODUCTS COST SHARES.....	B-1
C– POWER PURCHASE AGREEMENT.....	C-1

DAGGETT SOLAR POWER 2 PROJECT

POWER SALES AGREEMENT

1. **PARTIES.** This Daggett Solar Power 2 Project Power Sales Agreement (this “Agreement”), is dated for convenience as of the [] day of [], [], by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California, hereinafter designated as “SCPPA,” and the CITY OF VERNON, a municipal corporation organized and existing under the laws of the State of California. The CITY OF VERNON is also periodically designated in this Agreement as “Vernon” or as “Purchaser, or, depending upon the context as “SCPPA Participant”. VERNON and SCPPA are also sometimes herein referred to individually as a “Party” and together as the “Parties.”
2. **RECITALS, CONSTRUCTION AND PRELIMINARY MATTERS.** The Recitals set forth herein and the facts, which follow, are incorporated into this Agreement by reference for all purposes. The facts and the circumstances of the Parties contained in the Recitals, among others, represent the background and framework for this Agreement, the aim and purpose of this Agreement and the intendments of the Parties with respect thereto. This Agreement has been reviewed by attorneys for both Parties and shall not be interpreted with reference to the rules of construction providing for construction against a Party responsible for drafting or creating a particular provision or section, but should instead be interpreted in a manner which broadly implements the goals and objectives of the Parties as expressed herein. References to “Sections,” and “Appendices,” shall be to Sections, and Appendices as the case may be, of this Agreement unless otherwise specifically provided. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or given any substantive effect. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. The use herein of the word “include” or “including”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. This Agreement is made with reference to the following facts among others:

SCPPA was created pursuant to provisions contained in the Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of California, as amended from time to time (the “Act” as defined in Appendix A), by its members, which are municipalities and an irrigation district that supply, among other things, electrical energy in the State of California, for the purpose of jointly and cooperatively undertaking the planning, financing, development, acquisition, construction, improvement, betterment, operation, and maintenance of projects for the generation or transmission of electric energy, including the development and

implementation of systems and frameworks for the acquisition and delivery of secure, long-term reliable supplies of renewable electric energy.

Pursuant to the terms of the Act, SCPPA has the power, for the purpose of promoting, maintaining and operating electric generation and transmission, to plan, develop, contract for, finance, acquire, design, undertake, own, construct, manage, operate, maintain and administer projects involving systems, methodologies and programs for the acquisition, supply, procurement and delivery of secure, long-term reliable supplies of renewable electric energy, including solar energy, and to cause such projects to be planned, developed, contracted for, financed, acquired, designed, undertaken, constructed, managed, operated, maintained and administered and to provide by agreement for the performance and carrying out of any such activities.

Vernon is a California municipality that provides electric energy to its citizens through its municipally owned electric power system. Vernon is one of the parties to the SCPPA Joint Powers Agreement.

In pursuit of potential renewable electric resources to address SCPPA member renewable energy needs, SCPPA issued a request for proposals to acquire renewable energy resources and projects with energy storage capability. As a result of the response by Clearway Renew LLC on behalf of its affiliate, Power Purchase Provider, SCPPA and two of its members, Vernon and the City of Cerritos, have identified and investigated the feasibility of a photovoltaic solar energy generation resource and battery energy storage system to be located in San Bernardino County, California. The facility known as the Daggett Solar Power 2 Project is to be developed by Power Purchase Provider.

SCPPA intends to enter into a Power Purchase Agreement with Daggett Solar Power 2, LLC for the purchase of electric output and certain battery energy storage projects from the Daggett Solar Power 2 Project (the "Project", as further defined in Appendix A hereof).

Vernon has a need for a percentage of the Facility Products and has determined to enter into this Agreement with SCPPA for the purpose of meeting such needs.

SCPPA is authorized to exercise the powers vested in SCPPA pursuant to the Act, its Joint Powers Agreement and this Agreement, as agent for Vernon to fully implement Vernon's objectives in the Project as set forth herein.

3. **AGREEMENT.** For and in consideration of the promises and the mutual covenants and agreements hereinafter set forth, and in order to pay SCPPA for Vernon's share of SCPPA's costs with respect to the Project, the Parties agree as herein set forth.
4. **DEFINITIONS.** Appendix A to this Agreement attached hereto and incorporated herein, sets forth definitions of certain terms used in this Agreement. Certain other capitalized terms used herein are defined in the Power Purchase Agreement and shall have the meaning ascribed therein. The terms defined in Appendix A, the Power Purchase Agreement and this Section 4, whether in the singular or plural, unless specifically provided otherwise, when

used herein or in the Appendices hereto and initially capitalized, shall have the meaning ascribed thereto in said Appendix A, the Power Purchase Agreement or as set out below:

4.1 Agreement. This Agreement, as it may be amended, modified or supplemented from time to time.

4.2 Effective Date. The date described in Section 16.1 hereof.

4.3 Total Power Costs. Total Power Costs mean all of SCPPA's costs resulting from SCPPA's contracting for, providing for, accommodating, and facilitating the Project, including costs arising under any of the Power Purchase Agreement or other Project Agreements. SCPPA shall apply, as a credit against Total Power Costs, any receipts, revenues and other moneys received by SCPPA from surplus equipment, materials, supplies or assets relating to the Project sold prior to the date of Commercial Operation for the benefit of SCPPA, as well as such other amounts to be applied as a credit against Total Power Costs pursuant to this Agreement. Total Power Costs shall consist of (i) the Delivery Output Cost Component (described in Section 4.3.1), (ii) the Power Purchase Agreement General and Administrative Cost Component (described in Section 4.3.2), (iii) a Supplementary Services Cost Component to the extent SCPPA incurs such costs (described in Section 4.3.3), (iv) a Reserve Fund Cost Component (described in Section 4.3.4), and (v) a Power Purchase Agreement Cost Component (described in Section 4.3.5), and shall include, but not be limited to, the items of cost and expense referred to in the Power Purchase Agreement and this Section 4.3 that are accrued or paid by SCPPA during each Month of each Power Supply Year. In the event any Power Supply Year shall consist of fewer than twelve Months, the fraction set forth in Section 4.3.2 shall be adjusted accordingly and, in the event of any revision of the Annual Budget after the commencement of any Power Supply Year, the amount determined pursuant to Section 4.3.2 shall be appropriately adjusted so that any increase or decrease in the portion of the Annual Budget applicable to Section 4.3.2 shall be evenly apportioned over the remaining Months of such Power Supply Year.

4.3.1 The Delivery Output Cost Component of Total Power Costs for each Month shall consist of the costs paid by SCPPA to Power Purchase Provider under the Power Purchase Agreement, as calculated in accordance with the Power Purchase Agreement.

4.3.2 The Power Purchase Agreement General and Administrative Cost Component of Total Power Costs for each Month shall consist of the administrative and general costs with respect to the Project, including (i) legal fees, costs relating to litigation (including disbursements and other amounts paid as a result of such litigation), insurance costs (including amounts to fund any self-insurance program), overhead costs, any taxes required to be paid by SCPPA with respect to the Project, (ii) all expenses incurred in enforcing the Power Purchase Agreement and other Project Agreements, and (iii) all costs related to the conducting of the business of SCPPA with respect to the Project, including the applicable portion of salaries, fees for legal, engineering, financial and other services, and costs of the Project Manager, as well as all

other costs attributable to miscellaneous and incidental expenses in connection with the administration of the Project, and all other expenses properly related to the conduct of such affairs of SCPPA.

4.3.3 The Supplementary Services Cost Component of Total Power Costs for each Month shall consist of all costs incurred by SCPPA, if any, and to the extent not included in Section 4.3.1, in connection with services for transmission, dispatching, scheduling, tagging, firming, balancing, swapping, exchanging or delivering and for otherwise facilitating the disposition, movement, taking, receiving, crediting and accounting for Facility Products provided for under this Agreement. The Supplementary Services Cost Component of the Total Power Costs shall also entail all costs incurred by SCPPA, if any, which are necessary to move or otherwise handle delivery of any portion of Facility Products from the Point of Delivery to one or more specified delivery point(s) as determined by Vernon pursuant to Sections 9.2 and 9.5 and by other SCPPA Participating Members pursuant to the terms of their respective power sales agreement relating to the Project. Absent a request by Vernon for SCPPA to provide Supplementary Services during a Month, no Supplementary Services cost component shall be included in Vernon's Total Power Costs for such Month.

4.3.4 The Reserve Fund Cost Component of Total Power Costs for each Month shall consist of the amount for such Month necessary to establish and maintain the Reserve Funds at the level deemed prudent and appropriate by the Board of Directors.

4.3.5 The Power Purchase Agreement Cost Component of Total Power Costs for each Month shall consist of: the costs, without duplication, associated with the Power Purchase Agreement, including, to the extent not otherwise included in this Section 4.3, all costs for such Month of SCPPA in connection with its enforcement of the Power Purchase Agreement or the performance required of SCPPA under the Power Purchase Agreement or any Project Agreement and shall include, without duplication, SCPPA's monthly payment of any applicable associated ancillary costs under the Power Purchase Agreement, and any costs SCPPA is required to pay for the Facility Products.

4.4 Monthly Costs. Monthly Costs is defined in accordance with, and calculated pursuant to, Section 7.1 hereof.

5. PURCHASE AND SALE OF FACILITY PRODUCTS AND THE OBLIGATIONS OF SCPPA AND VERNON.

5.1 Purchase and Sale of Participant Facility Products Share. In accordance with the terms and conditions of this Agreement, commencing on the earliest of (i) the date SCPPA is obligated to pay any portion of the costs of the Project, (ii) the effective date of the Power Purchase Agreement, or (iii) the date of the first delivery of Energy to Vernon pursuant to this Agreement, and continuing through the term of this Agreement, except as otherwise provided herein, SCPPA shall provide Vernon

its Participant Facility Products Share of any and all products, rights, and benefits, whether tangible or intangible, received or obtained by SCPPA with respect to the Project, including without limitation the Facility Products, and Vernon shall be responsible for and pay its Participant Facility Products Cost Share of any and all Total Power Costs associated with the acquisition of its Participant Facility Products Share and such associated products, rights, and benefits, as applicable, under the Power Purchase Agreement and any other applicable Project Agreement, including purchase or acquisition of any rights pursuant to the Power Purchase Agreement and any other applicable Project Agreement.

5.2 Facility Products and Deliverables. SCPPA shall provide and Vernon shall purchase and receive Vernon's Participant Facility Products Share of the Facility Products pursuant to the terms of this Agreement. To the extent permitted by the Power Purchase Agreement, the applicable Project Agreements, or otherwise determined by the Board of Directors, SCPPA will endeavor to take such actions or implement such measures as may be necessary or desirable for the utilization, maintenance or preservation of the rights and interests of Vernon in the Project including, if appropriate, such enforcement actions or other measures as the Board of Directors deems to be in Vernon's best interests. To the extent such services are available and can be implemented in accordance with the Power Purchase Agreement or other applicable Project Agreements, SCPPA shall also provide such other services, as approved by the Board of Directors, as may be deemed necessary to secure the benefits and/or satisfy the obligations associated with the Power Purchase Agreement or other applicable Project Agreements. SCPPA shall use its best efforts, on behalf of Vernon to secure the benefits of the transactions contemplated under the Power Purchase Agreement or other applicable Project Agreements including the delivery of the Facility Products, as applicable, contemplated by this Agreement, and shall endeavor to maintain and secure the rights and benefits accruing to SCPPA through the Power Purchase Agreement and the other applicable Project Agreements.

5.3 Project Manager. SCPPA or its designee or designees shall act as Project Manager as provided in this Agreement to administer the Project, or cause the Project to be administered, as provided in this Agreement or pursuant to assignments, instructions or requests by the Coordinating Committee or the Board of Directors, or through any project management or agency agreement, or contracts for services between SCPPA and a third party. Prior to appointment of a Project Manager (other than SCPPA), SCPPA shall consult with the SCPPA Participating Member as to such appointment.

5.4 Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with Sections 5.4.1, 5.4.2 or 5.4.3, respectively.

5.4.1 SCPPA will prepare and submit to Vernon a proposed Annual Budget at least sixty (60) Days prior to the beginning of each Power Supply Year. In connection with the preparation of the Annual Budget, SCPPA shall incorporate therein the Operating Budget for such Power Supply Year as prepared by the Project Manager and approved by the Board of Directors.

Vernon may then submit to SCPPA, at any time until the Annual Budget is adopted, any matters or suggestions relating to the Annual Budget. SCPPA shall adopt the Annual Budget not less than thirty (30) nor more than sixty (60) Days prior to the beginning of such Power Supply Year and shall cause copies of such adopted Annual Budget to be delivered to Vernon; provided, however, the Annual Budget for the first Power Supply Year shall be prepared, considered, adopted and delivered in the most practicable manner available prior to Commercial Operation of the Facility.

5.4.2 As required from time to time during any Power Supply Year, after seven Days' written notice to Vernon, SCPPA may, pursuant to the foregoing provisions for adopting the Annual Budget, adopt an amended Annual Budget for and applicable to such Power Supply Year for the remainder of such Power Supply Year. The Annual Budget shall establish the basis for monthly Billing Statements to be sent to each SCPPA Participant, as provided in Section 7 hereof.

5.4.3 Any adjustment, and any other or further mechanism for adjustment, as may be required to address the variability of costs of operation of the Project at any time during the Power Supply Year or the variability of or addition to any other Annual Budget component, may be incorporated into the Annual Budget as provided above, or by any amendment to an Annual Budget at any time during any Power Supply Year upon the seven (7) Days' written notice to Vernon as set forth in Section 5.4.2.

5.5 Reports. SCPPA will prepare and issue to Vernon the following reports as soon as reasonably practicable after the end of each quarter of a Power Supply Year:

5.5.1 Financial and operating statement relating to the Project.

5.5.2 Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project.

5.6 Records and Accounts. SCPPA will keep, or cause to be kept, accurate records and accounts of each of the properties and facilities comprising the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of SCPPA relating to the Project with respect to each Fiscal Year shall be subject to an annual audit. Vernon shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

5.7 Provide Information. Vernon agrees to supply SCPPA, upon request, with such information, documentation, and certifications as SCPPA shall reasonably determine to be requisite to and necessary or desirable for the administration and ongoing activities of the Project, including information reasonably available to allow SCPPA to respond to requests for such information from any federal, state, or local regulatory body or other authority.

5.8 Consultants and Advisors Available. SCPPA shall make available to the Project Manager (if other than SCPPA) and to the SCPPA Participants all consultants and advisors that are retained by SCPPA, and such consultants and advisors shall be authorized to consult with and advise the Project Manager and SCPPA Participants on Project matters.

5.9 Liquidated Damages. Any amounts paid to SCPPA as and for Daily Delay Damages, Shortfall Damages, or any other damages owed to SCPPA by the Power Purchase Provider as provided under the Power Purchase Agreement shall be remitted to the SCPPA Participants in accordance with their respective Participant Facility Products Shares.

5.10 Grid Charging Energy. Vernon shall be responsible for and shall supply to SCPPA at the Point of Delivery any grid charging energy desired by Vernon to be directed to the BESS in accordance with the Power Purchase Agreement. Vernon shall coordinate, schedule, and do all other things deemed necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of such grid charging energy from the grid to the Point of Delivery to enable SCPPA to exercise its rights and obligations in connection with grid charging energy in accordance with the requirements of the Power Purchase Agreement. Notwithstanding anything in this Agreement to the contrary, Vernon shall be obligated to cover any costs and all other liabilities associated with the scheduling, use, or charging of such grid charging energy under the Power Purchase Agreement.

6. COORDINATING COMMITTEE.

6.1 Establishment and Authorization of the Coordinating Committee.

6.1.1 The Coordinating Committee is hereby established and duly authorized to act on behalf of the SCPPA Participants as provided in this Section 6 for the purpose of (i) providing coordination among, and information to, the SCPPA Participants and SCPPA, (ii) the administration of the Power Purchase Agreement, (iii) the administration of the Project Agreements, (iv) making any recommendations to the Board of Directors regarding the administration of the Project and any acquisitions related thereto and (v) execution of the Coordinating Committee responsibilities set forth in Section 6.2 hereof, including the various financial, administrative, and technical matters which may arise from time to time in connection with the Project or the administration thereof, and such further developments as may need to be addressed.

6.1.2 The Coordinating Committee shall consist of one designated representative from each SCPPA Participant and a non-voting representative from SCPPA. Each of the SCPPA Participants shall be entitled to cast a vote equal to its Participant Facility Products Cost Share as set forth in Appendix B hereof. Within thirty (30) Days after SCPPA has entered into this Agreement, Vernon shall provide notice to SCPPA and each other SCPPA Participant of its representative on the Coordinating Committee. An alternate representative may be appointed by similar written notice. The alternative representative so

appointed may act on the Coordinating Committee, or on any subcommittee established by the Coordinating Committee, in the absence of such SCPPA Participant's primary designated representative. An alternate representative may attend all meetings of the Coordinating Committee but may vote only if the representative for whom she/he serves as alternate is absent. Vernon shall promptly give written notice concurrently to each other SCPPA Participant and SCPPA of any change in the designation of its representative or alternative representative on the Coordinating Committee or any subcommittee. SCPPA shall promptly give written notice to Vernon and each other SCPPA Participant of any changes in the designation of its representative on the Coordinating Committee or any subcommittee.

- 6.1.3 No representative of any of the SCPPA Participants shall exercise any greater authority than permitted for the SCPPA Participant which she/he represents.
- 6.1.4 The chairperson of SCPPA shall promptly call a meeting of the Coordinating Committee at the request of any representative in a manner and to the extent permitted by law.
- 6.1.5 For the purpose of conducting meetings, a quorum shall exist so long as SCPPA's representative and the representatives of the SCPPA Participants holding not less than eighty percent (80%) of the total Participant Facility Products Cost Shares shall be present.
- 6.1.6 Except as may otherwise be provided in an agreement to which all of the SCPPA Participants agree, all actions taken by the Coordinating Committee shall require an affirmative vote of SCPPA Participants having Participant Facility Products Cost Shares aggregating at least eighty percent (80%) of the total Participant Facility Products Cost Shares. Unless the Board of Directors shall otherwise determine to require a majority vote pursuant to the terms of the Joint Powers Agreement, all actions with respect to the Project taken by the SCPPA Board of Directors shall require an affirmative vote of at least eighty percent (80%) of the Project Votes (as defined in SCPPA's Joint Powers Agreement, dated as of November 1, 1980, as amended from time to time) cast thereon. Notwithstanding the forgoing, however, if a proposed action before the Coordinating Committee or the Board of Directors relates solely to the interests of a single SCPPA Participant (other than Vernon) and Vernon determines, in good faith, that such proposed action will not adversely affect, economically or otherwise, its interests, then Vernon agrees that it shall not unreasonably withhold its affirmative vote with respect to such proposed action.
- 6.1.7 Vernon acknowledges and agrees that SCPPA, through the Coordinating Committee or the Board of Directors, as applicable, may from time to time enter into Project Agreements or amendments of and supplements to the applicable Project Agreements (in accordance with their respective terms) and that, except as provided herein or as otherwise provided by resolution of the Board of Directors, SCPPA will not be required to obtain the consent or

approval of Vernon in connection with any such Project Agreement or supplement or amendment, provided that any such amendment shall be approved by the Coordinating Committee or the Board of Directors in the manner provided by this Agreement.

6.1.8 Conducting of Coordinating Committee meetings and actions taken by the Coordinating Committee may be taken by vote given in an assembled meeting or by telephone, video conferencing, telegraph, telex, letter, e-mail or by any combination thereof, to the extent permitted by law, any such action taken shall be recorded in the minutes or other written records for the Coordinating Committee meetings.

6.2 Coordinating Committee Responsibilities. In addition to those responsibilities enumerated in Section 6.1, the Coordinating Committee shall have the following responsibilities:

6.2.1 Provide liaison between SCPPA and the SCPPA Participants at the management or other levels with respect to the ongoing administration of the Project and maintain a liaison between the SCPPA Participants and all other SCPPA members with respect to the Project, and where the Coordinating Committee deems it appropriate, maintain a liaison with the counterparties to any Project Agreements and with any other entities or utilities engaged in or in connection with other renewable energy projects.

6.2.2 Exercise general supervision over any subcommittee established pursuant to Section 6.5.

6.2.3 Review, develop, discuss, and, if appropriate, recommend, modify or approve all budgets and revisions thereof prepared and submitted by SCPPA or the Project Manager at the request of the Coordinating Committee.

6.2.4 Review, develop, discuss, and, if appropriate, modify, approve or otherwise act upon any systems or procedures for adjustment of the Annual Budget or any alternative methodologies for budgeting or billing as set forth in Section 5 and Section 7 of this Agreement.

6.2.5 Carry out all other actions reposed in the Coordinating Committee with respect to budgeting and billing as set forth in Section 5 and Section 7 of this Agreement.

6.2.6 Review, discuss and attempt to resolve any disputes among the SCPPA Participants or the parties to any Project Agreements including, without limitation, the Power Purchase Provider, the counterparty under the Power Purchase Agreement or any other counterparty with respect to any Project Agreement.

6.2.7 Make recommendations to the Project Manager, the Board of Directors or to the counterparties to any of the Project Agreements, as appropriate, with respect to the ongoing administration of the Project.

- 6.2.8 Review, develop, and if appropriate, modify and approve rules, procedures, and protocols for the administration of the Project or Project Agreements, including rules, procedures, and protocols for the management of the costs of the scheduling, handling, tagging, dispatching, and crediting of Facility Products and the handling and crediting of Environmental Attributes associated with the Project.
- 6.2.9 Review, and, if appropriate, modify, approve or otherwise act upon the form or content of any written statistical, administrative, or operational reports, solar energy related data, electric generation information, solar energy production data, battery storage performance data, technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, exchanging, balancing, movement, or other delivery information, climate and weather related matters, regulatory matters or requirements, and other information and other similar records or matters pertaining to the Project which are furnished to the Coordinating Committee by the Project Manager as requested by the Coordinating Committee, or by the counterparties to Project Agreements, experts, consultants or others.
- 6.2.10 Review, and, if appropriate, modify, approve, or otherwise act upon, practices and procedures as formulated by the Project Manager as requested by the Coordinating Committee or, if applicable, the counterparty to any Project Agreement, to be followed by the SCPPA Participants for, among other things, the production, scheduling, tagging, transmission, delivery, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale or disposition of Facility Products, including the control and use of the BESS, and the supply, scheduling and use of grid charging energy. For avoidance of doubt, upon SCPPA's delivery and sale of Facility Products to Vernon at the Point of Delivery, Vernon shall have full unilateral rights to remarket, sell or otherwise dispose of such Facility Products.
- 6.2.11 Review, modify and approve, if appropriate, any activities with respect to the performance of any Project Agreement, including policies for selection and utilization of contractors and consultants included in the budgets with respect to the Project. In approving such activities, consideration may be given, if possible, to each SCPPA Participant's electric power system conditions, which may prevail during such planned activities.
- 6.2.12 Review, and, if appropriate, recommend, modify, approve or otherwise act with respect to the exercise of SCPPA's rights under the Power Purchase Agreement or review, recommend, approve or otherwise act with respect to the procurement of resources in connection with the Power Purchase Agreement.
- 6.2.13 Review, modify, approve or otherwise act upon any proposed change, extension or modification of any date set forth in Appendix I of the Power Purchase Agreement of the milestone schedule or to any Milestone under the Power Purchase Agreement as the Coordinating Committee shall deem to be

desirable, appropriate or otherwise in SCPPA's interest. The Coordinating Committee may impose such other terms, conditions or qualifications upon any such action as the Coordinating Committee shall deem appropriate.

- 6.2.14 Review and act upon any present, potential or possible future anticipated failure to deliver Guaranteed Delivered Energy under the Power Purchase Agreement in such manner as the Coordinating Committee shall deem appropriate.
- 6.2.15 Review, and if appropriate, recommend, modify or approve practices and procedures formulated by the Project Manager, as requested by the Coordinating Committee, or by any counterparty to any Project Agreements giving due recognition to the needs, rights and electric system requirements and capabilities of all SCPPA Participants.
- 6.2.16 Review and act upon any matters involving any of the Power Purchase Agreement, any guarantee or letter of credit delivered to or for the benefit of SCPPA by the Power Purchase Provider or any other counterparty to any Project Agreement in connection with the Project, and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.
- 6.2.17 Review, modify or approve recommendations of the Project Manager or counterparties made pursuant to the provisions of any Project Agreement.
- 6.2.18 Review, modify and where appropriate, recommend or approve the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Facility Products to the Point of Delivery or to other points or destinations, as applicable, directly or through the BESS.
- 6.2.19 Review, modify and where appropriate, recommend or approve all Consent Agreements.
- 6.2.20 Review, examine modify and where appropriate, recommend or approve the implementation of methods for addressing curtailments or other interruptions having a tendency to cause Deemed Generated Energy.
- 6.2.21 Review, modify and where appropriate, recommend or approve the implementation of practices and procedures to implement the provisions of Section 9 herein, as may be applicable with respect to any of the SCPPA Participants, provided, that such action shall require the affirmative vote of Vernon's representative if such adjustment would change Vernon's Participant Facility Products Share, Vernon's Participant Facility Products Cost Share and the associated SCPPA capacity amounts.
- 6.2.22 Review and approve adjustments to the Participant Facility Products Shares and the Participant Facility Products Cost Shares set forth in Appendix B when and as required by this Agreement; provided, that such resolution shall

require the affirmative vote of Vernon's representative if such adjustment would change its Participant Facility Products Share and its Participant Facility Products Cost Share.

- 6.2.23 Perform such other functions and duties as may be provided for under this Agreement, the Power Purchase Agreement, or any other applicable Project Agreement or as may otherwise be appropriate or beneficial to the Project.

6.3 Management Decisions and the Role of Board of Directors. To the extent not provided for under this Agreement, the rights and obligations of SCPPA under the Project Agreements shall be subject to the ultimate control at all times of the Board of Directors. Vernon shall be entitled to participate in the decisions of the Board of Directors with respect to SCPPA's rights and interests with respect to the Project as provided in this Section 6.3, provided that Vernon shall disqualify its right to participate upon assuming the status of a Defaulting Purchaser as provided in Section 11 of this Agreement. SCPPA, through the Board of Directors shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the following duties and responsibilities, among others:

- 6.3.1 Dispute Resolution. The Board of Directors shall endeavor to review, discuss and attempt to resolve any disputes among SCPPA, the SCPPA Participants and the counterparties under the Project Agreements relating to the Project, the operation and management of the Facility, and SCPPA's rights and interests with respect to the Facility.

- 6.3.2 Scheduling Procedures. When recommended by the Project Manager, or when otherwise appropriate, the Board of Directors shall act upon and approve or modify the practices and procedures to be followed by the SCPPA Participants for scheduling, delivering, controlling and allocating the Facility Products and the use and control of the BESS.

- 6.3.3 Project Agreements. The Board of Directors shall have the authority to approve the Project Agreements, including agreements for scheduling coordinator services, if any, and to review, modify, and approve, as appropriate, all amendments, modifications and supplements to the Project Agreements.

- 6.3.4 Budgeting. The Board of Directors shall review, modify, and approve each Annual Budget and the revisions thereto in accordance with Section 5.4 of this Agreement.

- 6.3.5 Application of Certain Payments Under the Power Purchase Agreement. The Board of Directors shall review, modify, and approve recommendations of the Project Manager as to the application of any payments or amounts received by SCPPA from any source or as a result of a Default by the Power Purchase Provider under the Power Purchase Agreement or other non-compliance with the Power Purchase Agreement as provided therein; provided that such payments and amounts shall be applied to one or more of the purposes set forth in Section 4.3 to the credit of Vernon and the other

SCPPA Participants in proportion to their respective Participant Facility Products Cost Share.

6.3.6 Other Matters. The Board of Directors is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the Project Manager, as may be provided for under this Agreement and under the other Project Agreements, or as may otherwise be appropriate.

6.4 Periodic Audits. The Board of Directors or the Coordinating Committee may arrange for the annual audit under Section 5.6 of this Agreement by certified accountants, selected by SCPPA and experienced in electric generation or electric utility accounting, of the books and accounting records of SCPPA, and where deemed appropriate the Project Manager (if other than SCPPA), the Power Purchase Provider (to the extent provided under the Power Purchase Agreement) and any other counterparty under any Project Agreement to the extent allowable, and any cost reimbursable to a consultant or contractor relevant to the administration of the Project, and such audit shall be completed and submitted to SCPPA as soon as reasonably practicable after the close of the Fiscal Year. SCPPA shall promptly furnish to Vernon copies of all audits. No more frequently than once every calendar year, Vernon may, at its sole cost and expense, audit or cause to be audited the books and cost records of SCPPA, the Project Manager (if other than SCPPA), the counterparty under any Project Agreement to the extent so provided in the applicable Project Agreement, and any cost reimbursable to a consultant or contractor relevant to the administration of the Project.

6.5 Additional Committees. The Board of Directors may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the Board of Directors; provided, however, such authority, membership or duties shall not conflict with the provisions of any of the Project Agreements.

6.6 Costs of Consultants. Costs (or the applicable portion thereof) of consultants and others employed or appointed by the Board of Directors or the Coordinating Committee to perform the duties required hereunder shall be included in Total Power Costs, as appropriate, and shall be billed to SCPPA or the Project Manager (if other than SCPPA).

6.7 Participating Member Representative Expenses. Any expenses incurred by any representative of any Participating Member or group of Participating Members serving on the Coordinating Committee or any other committee in connection with his/her duties on such committee shall be the responsibility of the Participating Member which he/she represents and shall not be an expense payable under this Agreement.

7. CHARGES AND BILLINGS.

7.1 Monthly Costs. The amount of monthly costs which shall be paid by Vernon to SCPPA for a particular Month ("Monthly Costs") shall be the sum of the following, as applicable, subject to any adjustments as provided in Section 12 hereof:

7.1.1 Vernon's Participant Facility Products Cost Share multiplied by the Delivery Output Cost Component of Total Power Costs (as provided in Section 4.3.1) for such Month.

7.1.2 Vernon's Participant Facility Products Cost Share multiplied by the Power Purchase Agreement General and Administrative Cost Component of Total Power Costs (as provided in Section 4.3.2 hereof) for such Month.

7.1.3 Vernon's share of the Supplementary Services Cost Component of Total Power Costs (as provided in Section 4.3.3 hereof) based on Vernon's allocated share of any such services procured by SCPPA on behalf of Vernon for such Month.

7.1.4 Vernon's Participant Facility Products Cost Share multiplied by the Reserve Fund Cost Component of Total Power Costs (as provided in Section 4.3.4 hereof) for such Month.

7.1.5 Vernon's Participant Facility Products Cost Share multiplied by the Power Purchase Agreement Cost Component of Total Power Costs (as provided in Section 4.3.5 hereof) for such Month.

7.2 Billing Statement. By the fifth Day of each Month during each Power Supply Year, SCPPA shall bill Vernon for the amount of Monthly Costs to be paid by Vernon for the current Month by providing Vernon with a Billing Statement in accordance with the charges established pursuant to the provisions of this Agreement; provided, however, that such Billing Statement, with respect to the cost of Facility Products provided by SCPPA to Vernon under this Agreement, shall also include with respect to the performance by SCPPA or the counterparty under and pursuant to applicable Project Agreements, any charge or credit to Vernon with respect to the costs or revenues attributable to Vernon pursuant to and under any applicable Project Agreement. Such Billing Statement shall detail the costs described in Section 7.1 hereof and shall set forth, among other things, the amounts due for such Month by Vernon with respect to the items of Monthly Costs set forth in Section 7.1, as such Monthly Costs may be adjusted from time to time in accordance with Section 5 and this Section 7. Such Billing Statement shall be paid by Vernon on or before twenty (20) Days after receipt of such Billing Statement.

7.3 Adoption of Alternative Billing Statement Procedures. The Coordinating Committee may recommend the adoption of an alternative Billing Statement billing methodology in connection with each SCPPA Participant's Billing Statement with respect to the Total Power Costs and the costs associated with any Project Agreement. Such alternative Billing Statement procedures may be placed into effect with the approval of the same by resolution of the Board of Directors. Any such

alternative Billing Statement billing methodology shall be fiscally prudent, financially sound and shall assure coverage of all potential and actual costs and obligations of SCPPA.

7.4 Disputed Monthly Billing Statement. In case any portion of any Billing Statement received by Vernon from SCPPA shall be in bona fide dispute, Vernon shall pay SCPPA the full amount of such Billing Statement and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, including interest at the rate received by SCPPA on any overpayment, will be credited to Vernon by SCPPA after such determination; provided, however, that such interest shall not accrue on any overpayment that is acknowledged by SCPPA and returned to Vernon by the fifth Day following the receipt by SCPPA of the disputed overpayment. In the event such Billing Statement is in dispute, SCPPA will give consideration to such dispute and will advise Vernon with regard to SCPPA's position relative thereto within thirty (30) Days following receipt of written notification by Vernon of such dispute.

7.5 Reconciliation of Monthly Costs. As soon as practicable after the end of each Power Supply Year, or more frequently if so determined by the Board of Directors, SCPPA will submit to Vernon and each of the other SCPPA Participants a detailed statement of the actual aggregate Monthly Costs and other amounts payable hereunder, including any credits thereto, for all of the Months of such Power Supply Year, and the adjustments of the aggregate Monthly Costs and other amounts payable hereunder, if any, for any prior Power Supply Year, based on the annual audit of accounts provided for in Section 5.6. If, on the basis of the statement submitted as provided in this Section 7.5, the actual aggregate Monthly Costs and other amounts payable by Vernon for any Power Supply Year exceed the amount thereof which Vernon has been billed, Vernon shall pay SCPPA, within twenty (20) Days after receipt of SCPPA's invoice, the amount to which SCPPA is entitled. If, on the basis of the statement submitted pursuant to this Section 7.5, the actual aggregate Monthly Costs or other amounts payable by Vernon for any Power Supply Year are less than the amount therefor which Vernon has been billed, SCPPA shall, unless otherwise directed by Vernon with respect to moneys owed to it, credit such excess against Vernon's next monthly Billing Statement.

7.6 Other or Additional Cost Reconciliation Mechanisms. The Board of Directors may, by resolution, authorize or prescribe other billing, payment, costing and cost reconciliation mechanisms to address such billing, payment, costing and cost reconciliation issues as may from time to time arise with respect to the Project.

7.7 Prepayment of Monthly Costs. Vernon may, at any time, pay moneys to SCPPA or utilize any credits due or amounts owed by SCPPA to Vernon with respect to the Project for the purpose of prepaying its monthly Billing Statement. Such moneys and amounts owed by SCPPA under any Project Agreement shall be deposited into an account established by, or at the direction of, SCPPA. Consistent with SCPPA's investment policy, moneys in such account shall be invested pursuant to instructions provided to SCPPA by Vernon and all investment income shall be credited to such account. Payment of the amount of any monthly Billing Statement or

Default Invoice shall be made from moneys available in such account to the extent set forth in written directions from Vernon to SCPPA received at least five business days prior to the due date of such payment. Any credit or prepayment with respect to its monthly Billing Statement shall not relieve or reduce Vernon's other obligations under this Agreement.

8. UNCONDITIONAL PAYMENT OBLIGATIONS; RATE COVENANT; AUTHORIZATIONS; CONFLICTS; LITIGATION.

8.1 Unconditional Payment Obligation. Beginning with the earliest of (i) the date SCPPA incurs or becomes obligated to pay any portion of the costs of the Project, (ii) the effective date of any Project, or (iii) the date of the first delivery of Facility Products to Vernon and continuing through the term of this Agreement, Vernon shall pay SCPPA the amounts of Monthly Costs set forth in the Billing Statements submitted by or on behalf of SCPPA to Vernon in accordance with the provisions of Section 7 hereof and, without duplication, any amount set forth in any Default Invoice received by Vernon as a result of the operation of Section 11 hereof, whether or not this Agreement has been terminated, or the Project or any part thereof has been completed, is functioning, producing, operating or operable or its output is suspended, interrupted, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

8.2 Source of Payments. Vernon hereby represents and warrants that the obligations of Vernon to make the payments to SCPPA under this Agreement shall constitute a cost of purchased power and an operating expense of Vernon payable solely from its electric power revenue fund, including any and all legally available electric power system reserves. Vernon will annually in each and every fiscal year of Vernon during the term of this Agreement include in its electric power system budget, whether or not any other items are included, an appropriation from the revenues of its electric power system (including moneys derived from sales to third parties) sufficient to satisfy all the payments required to be made in such year under this Agreement until all payments required under this Agreement have been paid in full.

8.3 Rate Covenant. Vernon will establish, maintain and collect rates and charges for the electric power service of its electric power system each year so as to provide revenues sufficient, together with any legally available electric power system reserves, to enable Vernon to pay to SCPPA all amounts payable when due under this Agreement and to pay all other amounts payable from, and all lawful charges against or liens on, the revenues of its electric power system.

8.4 Authorizations. Vernon hereby represents and warrants that no order, approval, consent or authorization of any governmental or public agency, authority or person, is required on the part of Vernon for the execution and delivery by Vernon of this Agreement, or the performance by Vernon of its obligations under this Agreement except for such as have been obtained.

8.5 Conflicts. Vernon represents and warrants to SCPPA as of the Effective Date that, to Vernon's knowledge, the execution and delivery of this Agreement by Vernon, and Vernon's performance thereunder, will not constitute a default under any agreement or instrument to which it is a party, or any order, judgment, decree or ruling of any court that is binding on Vernon, or a violation of any applicable law of any governmental authority, which default or violation would have a material adverse effect on the financial condition of Vernon's electric power revenue fund.

8.6 Litigation. Vernon represents and warrants to SCPPA as of the Effective Date that, to Vernon's knowledge, except as disclosed, there are no actions, suits or proceedings pending against Vernon (service of process on Vernon having been made) in any court that questions the validity of the authorization, execution or delivery by Vernon of this Agreement, or the enforceability as to Vernon of this Agreement.

9. OTHER TERMS AND SERVICES.

9.1 Delivery Procedures. Prior to the time at which any Energy is to be delivered to Vernon from the Facility, to the extent applicable, Vernon shall schedule and be obligated to take delivery of Energy to be delivered under this Agreement. The Facility Products generated and produced from the Project (directly or through the BESS) shall be scheduled and delivered at the Point of Delivery under the practices and procedures approved pursuant to Section 6.2, as applicable, all in accordance with the Power Purchase Agreement.

9.2 Other Services and Transmission From Point of Delivery. It is the obligation of Vernon to receive its Participant Facility Products Share from SCPPA all in accordance with the Power Purchase Agreement. However, to the extent specified by Vernon, and to the extent practicable for SCPPA to do so, SCPPA shall assist in arranging for Supplementary Services and for such additional transmission, interconnection arrangements, energy management, firming, shaping, swaps, exchanges or other services associated with the transmission, use or disposition of Facility Products to be utilized by Vernon and to provide for delivery, accounting for, transferring and crediting the ownership and transfer of such Facility Products from the Point of Delivery to any other points or destinations, as determined by Vernon.

9.3 Energy Services. Except as otherwise provided in this Agreement, nothing herein shall prevent or restrict Vernon from providing for its own transmission, energy management services, firming, balancing, or exchanging services or otherwise using or dispatching its Energy under this Agreement; provided, however, that such services, use or activities shall not affect any of the obligations of Vernon under this Agreement.

9.4 [Reserved.]

9.5 [Reserved.]

9.6 Transfer of Environmental Attributes to Vernon. SCPPA shall transfer all Environmental Attributes received by SCPPA under the Power Purchase Agreement to Vernon in the same manner by which SCPPA receives Environmental Attributes.

10. PROJECT SPECIFIC MATTERS AND VERNON RIGHTS AND OBLIGATIONS UNDER PROJECT AGREEMENTS.

10.1 Rights and Obligations under the Project Agreements. Notwithstanding anything to the contrary contained herein: (i) the obligation of SCPPA to deliver to Vernon its Participant Facility Products Share during the term of this Agreement is limited to the Facility Products which SCPPA receives from the Power Purchase Provider for redelivery to Vernon hereunder during such time; (ii) the obligation of SCPPA to pay any amount to Vernon hereunder or to give credits against amounts due from Vernon hereunder is limited to amounts SCPPA receives in connection with the transaction to which the payment or credit relates (or is otherwise available to SCPPA in connection with this Agreement for which such payment or credit relates); (iii) any purchase costs, operating costs, energy costs (including any costs related to grid charging energy), capacity costs, BESS costs, environmental attribute costs, transmission costs, tax costs, insurance costs, indemnifications, other costs or other charges for which SCPPA is responsible under the Project Agreements shall be considered purchase costs, operating costs, energy costs (including any costs related to grid charging energy), capacity costs, BESS costs, environmental attribute costs, transmission costs, tax costs, insurance costs, indemnifications, other costs or other charges incurred by SCPPA and payable by Vernon as provided in this Agreement; and (iv) any Force Majeure under the Power Purchase Agreement or other event of force majeure affecting the delivery of Energy pursuant to applicable provisions of the Project Agreements shall be considered an event caused by Uncontrollable Forces affecting SCPPA with respect to the delivery of Facility Products hereunder and SCPPA forwarding to Vernon notices and information from the Power Purchase Provider concerning an event of Force Majeure upon receipt thereof shall be sufficient to constitute a notice that Uncontrollable Forces have occurred pursuant to Section 12.2 of this Agreement. Any net proceeds received by SCPPA from the sale of Guaranteed Delivered Energy by the Power Purchase Provider to any third-party purchaser as a result of a Force Majeure event or failure by SCPPA to accept delivery of Energy pursuant to the Power Purchase Agreement shall be remitted by SCPPA to Vernon in accordance with its Participant Facility Products Cost Share.

10.2 Revision of Appendix B. The Parties agree that adjustments of the Participant Facility Products Shares and Participant Facility Products Cost Shares in Appendix B in compliance with this Agreement shall be made and treated as an element of administration and not an amendment of this Agreement. The revised Appendix B shall become Appendix B to this Agreement in replacement of the prior Appendix B hereof.

11. NONPERFORMANCE AND PAYMENT DEFAULT.

11.1 Nonperformance by Vernon. If Vernon shall fail to perform any covenant, agreement or obligation under this Agreement or shall cause SCPPA to be in default

with respect to any undertaking entered into for the Project or to be in default under the Power Purchase Agreement, or any other Project Agreement, as applicable, or cause a default to occur pursuant to such agreements, SCPPA may, in the event the performance of any such obligation remains unsatisfied after thirty (30) Days' prior written notice thereof to Vernon and a demand to so perform, take any action permitted by law to enforce its rights under this Agreement, including but not limited to termination of this Agreement, and/or (unless SCPPA has already taken action pursuant to the immediately following sentence) bring any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement or obligation against Vernon with regard to its failure to so perform.

11.2 Notice of Payment Default. In the event of a Payment Default by Vernon, on or promptly following the Initial Payment Default Date SCPPA shall issue a Default Invoice and shall provide written notice to Vernon that as a result of a Payment Default, it is in default under this Agreement and has assumed the status of a Defaulting Purchaser and that Vernon's Project Rights are subject to discontinuance, termination and disposal in accordance with Sections 11.4 and 11.5 of this Agreement. Notice of such Payment Default shall be provided promptly by SCPPA to the other SCPPA Participants. In addition to the foregoing, the notice of Payment Default shall specify that five (5) Days after the issuance of the written notice of Payment Default by SCPPA, deliveries of Facility Products to Vernon pursuant to this Agreement shall be thereafter suspended until such time as Vernon is in Compliance. SCPPA may take any action through or in conjunction with the Power Purchase Provider or any other counterparty under a Project Agreement or with the Project Manager, if applicable, to expeditiously implement the provisions of this Section 11.

11.3 Cured Payment Default. If after a Payment Default Vernon cures such Payment Default within the Cure Period, its Project Rights shall not be subject to discontinuance, termination or disposal as provided for in Sections 11.4 and 11.5 of this Agreement as a result of any Payment Default associated with such Cured Payment Default.

11.4 Failure to Cure Payment Default. If, at any time after expiration of the Cure Period Vernon fails to be in Compliance due to its failure to cure its Payment Default in a timely manner in accordance with this Agreement, Vernon's Project Rights shall immediately be discontinued and terminated and its Project Rights and Obligations shall be disposed of by SCPPA in accordance with Section 11.5 of this Agreement; provided, however, the Defaulting Purchaser's obligation to make payments under this Agreement shall not be eliminated or reduced except to the extent provided in Section 11.5. SCPPA shall provide to the Defaulting Purchaser a separate monthly invoice of any such payment obligations under this Agreement. SCPPA shall immediately notify the Project Manager (if other than SCPPA), the other SCPPA Participants and such others as SCPPA deems appropriate, of such discontinuance and termination of the Defaulting Purchaser's Project Rights.

11.5 Treatment of the Defaulting Purchaser's Project Rights and Obligations upon its Payment Default. In the event Defaulting Purchaser's Project Rights are discontinued and terminated pursuant to Section 11.4 of this Agreement, SCPPA shall undertake or cause to be undertaken the following actions in the order indicated:

11.5.1 SCPPA shall, to the extent permitted under the Project Agreements, offer to convey, transfer and assign to all non-Defaulting SCPPA Participants, on a temporary or permanent basis as determined by SCPPA, the Project Rights and Obligations of the Defaulting Purchaser, and SCPPA shall so convey, transfer and assign on such basis so determined by SCPPA to (i) all requesting non-Defaulting SCPPA Participants the amount of Project Rights and Obligations requested if the aggregate of such requests does not exceed the amount of the Project Rights and Obligations of the Defaulting Purchaser, or (ii) all requesting non-Defaulting SCPPA Participants on a pro-rata basis (based upon the amount requested) if the aggregate of such requests exceeds the amount of the Project Rights and Obligations of the Defaulting Purchaser. Each such requesting non-Defaulting Participant shall assume all, but not less than all, Project Rights and Obligations so conveyed, transferred and assigned to it by SCPPA.

11.5.2 If one hundred percent (100%) of Defaulting Purchaser's Project Rights and Obligations are not conveyed, transferred and assigned to non-Defaulting SCPPA Participants as provided in Section 11.5.1 of this Agreement, SCPPA shall, to the extent permitted under the Project Agreements and to the extent SCPPA in its discretion determines it appropriate, offer to convey, transfer and assign, on a temporary or permanent basis as determined by SCPPA, the remainder (or, all, if applicable) of Defaulting Purchaser's Project Rights and Obligations to third parties, all in accordance with applicable law. Each such requesting third party shall assume all, but not less than all, Project Rights and Obligations so conveyed, transferred and assigned to it by SCPPA. If such third party is a SCPPA Member but not a SCPPA Participant as defined herein, such SCPPA Member, upon accepting such conveyance, transfer and assignment on a permanent basis, shall be deemed a SCPPA Participant.

11.5.3 If, at any time or from time to time, any of the Project Rights and Obligations of the Defaulting Purchaser are not conveyed, transferred and assigned as provided in Sections 11.5.1 or 11.5.2 of this Agreement, SCPPA shall use its best efforts, to the extent reasonably possible and economically beneficial, to offer all non-Defaulting SCPPA Participants and third parties, for long-term or short-term sale as determined by SCPPA, Facility Products associated with such Project Rights and Obligations or to remarket or resell such Facility Products, or cause the same to be remarketed or resold; provided, however, that without eliminating Defaulting Purchaser's obligation to make payments under this Agreement (notwithstanding anything to the contrary in this Agreement), including payment of SCPPA's costs and expenses related to such default and sale, such payment obligation shall be offset, mitigated and satisfied to the extent that payments are received by SCPPA from the

remarketing or sale of Facility Products associated with Defaulting Purchaser's Project Rights.

11.5.4 If, at the time of any Coordinating Committee meeting, any of Defaulting Purchaser's Project Rights and Obligations are not conveyed, transferred and assigned as provided in Sections 11.5.1 or 11.5.2, the associated voting rights with respect to Defaulting Purchaser's Project Rights and Obligations shall be redistributed pro rata among the non-Defaulting SCPPA Participants, based upon the Participant Facility Products Share of such SCPPA Participant, so that the total voting rights remain at 100%.

11.5.5 Upon the termination, conveyance, transfer or assignment of a Defaulting Purchaser's Project Rights and Obligations pursuant to Section 11.4 and this Section 11.5, SCPPA shall make any necessary adjustments to the Participant Facility Products Shares set forth in Appendix B and give written notice thereof to the non-Defaulting SCPPA Participants. Such adjustments shall not require approval by the Coordinating Committee.

11.5.6 Except as provided in this Section 11.5 or otherwise in this Agreement, SCPPA may not convey, transfer or assign any SCPPA Participant's Project Rights and Obligations without the prior written consent of the SCPPA Participant.

11.6 Elimination or Reduction of Payment Obligations. Upon termination of Defaulting Purchaser's Project Rights pursuant to Section 11.4 and conveyance, transfer or assignment of Defaulting Purchaser's Project Rights and Obligations pursuant to Sections 11.5.1 or 11.5.2, Defaulting Purchaser's obligation to make payments under this Agreement (notwithstanding anything to the contrary in this Agreement) shall not be eliminated or reduced except to the extent of moneys received by SCPPA as a result of the conveyance, transfer and assignment of Defaulting Purchaser's Project Rights and Obligations, less SCPPA's related costs and expenses.

11.7 Use of Reserve Funds. With respect to a Payment Default by Vernon, funds in the Reserve Funds may be used, to the extent necessary and to the extent available, to cover any deficiency with respect to any payment due by SCPPA attributable to Vernon's participation in the Project.

11.8 Step-Up Invoices. Step-Up Invoices shall be issued in accordance with the provisions set forth below.

11.8.1 In the event of a Payment Default by one or more Defaulting SCPPA Participants, which is in existence following the Operating Reserve Depletion Date, SCPPA shall provide by the fifth Day of the Month following such Operating Reserve Depletion Date, a separate Step-Up Invoice to each non-Defaulting SCPPA Participant that includes a charge equal to the non-Defaulting SCPPA Participant's pro rata share, based on the Participant Facility Products Cost Shares of all non-Defaulting SCPPA Participants, of the amount of Monthly Costs reflected in the unpaid Billing Statements for

the previous Month for such Defaulting Purchaser). Notwithstanding the foregoing, the amount of each monthly Step-Up Invoice provided to a non-Defaulting SCPPA Participant shall not exceed 100% of the aggregate amount of Monthly Costs that such non-Defaulting SCPPA Participant was billed in its Billing Statement for the Month preceding such monthly Step-Up Invoice.

11.8.2 Step-Up Invoices shall be due and payable within twenty (20) Days after the receipt thereof by the non-Defaulting SCPPA Participant, and payments to SCPPA with respect to Step-Up Invoices shall be separate from any other payments due under each SCPPA Participant's Power Sales Agreement, including but not limited to monthly Billing Statement payments.

11.9 Application of Moneys Received from Step-Up Invoices Relating to the Project. Moneys received by or on behalf of SCPPA from the payment of Step-Up Invoices relating to a Payment Default of a SCPPA Participant shall be applied in the following manner.

11.9.1 All moneys received from the SCPPA Participants with respect to the amount of Monthly Costs as set forth in the Step-Up Invoices, shall be applied toward the Defaulting SCPPA Participant's Monthly Costs.

11.9.2 In the event a SCPPA Participant pays less than the total amount of its Step-Up Invoice, such SCPPA Participant shall be a Defaulting SCPPA Participant and its partial payment shall be allocated first toward the Monthly Costs of the Defaulting SCPPA Participant.

11.10 Application of Moneys Received from Default Invoices. Moneys received by or on behalf of SCPPA from the payment of Default Invoices shall be credited on each non-Defaulting SCPPA Participant's next monthly Billing Statement or Billing Statements in an amount equal to the aggregate amount such non-Defaulting SCPPA Participant paid as a result of Step-Up Invoices with respect to such Default Invoice, plus a pro-rata share, based upon the Participant Facility Products Cost Shares of the non-Defaulting SCPPA Participants, of the amount SCPPA received regarding late payment interest charges. In the event a Defaulting SCPPA Participant pays less than the full amount of its Default Invoice, the credit to each non-Defaulting SCPPA Participant shall be adjusted in proportion to such non-Defaulting SCPPA Participant's Facility Products Cost Shares.

11.11 Application of Moneys Received from Compliance Payments. Moneys received by or on behalf of SCPPA from a Defaulting SCPPA Participant that makes payments to remain in Compliance with respect to a Payment Default, associated with a Defaulting SCPPA Participant's payments to remain in Compliance, shall be credited on each non-Defaulting SCPPA Participant's next monthly Billing Statement(s) in an amount equal to the aggregate amount such non-Defaulting SCPPA Participant paid as a result of Step-Up Invoices with respect to such Compliance payment, plus a pro rata share, based upon the Participant Facility Products Cost Shares of the non-Defaulting SCPPA Participants, of the amount SCPPA received regarding late payment interest charges.

11.12 Application of Moneys Received from Sale of Facility Products. Moneys received by or on behalf of SCPPA from the sale of Facility Products related to a Defaulting SCPPA Participant's Project Rights and Obligations, as provided in Section 11.5.3 hereof, shall be applied in the following manner in order:

11.12.1 SCPPA shall credit on each non-Defaulting SCPPA Participant's next monthly Billing Statement(s) an amount up to, but not in excess of, the aggregate amount paid to SCPPA by such non-Defaulting SCPPA Participant with respect to each such non-Defaulting SCPPA Participant's Step-Up Invoices.

11.12.2 Following consultation with the non-Defaulting SCPPA Participants, SCPPA shall determine the disposition of any moneys received that are in excess of the aggregate amount of related Step-Up Invoices paid by non-Defaulting SCPPA Participants. Unless the Coordinating Committee determines otherwise, or except as otherwise required by law, the Defaulting SCPPA Participant shall have no claim or right to any such monies.

11.13 PPA Damages. Vernon shall be responsible for Purchaser's Participant Facility Products Share of all claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever in law, equity or otherwise incurred or owed by SCPPA under the Power Purchase Agreement, including any Termination Payment incurred or owed by SCPPA to Power Purchase Provider thereunder.

12. CHARACTER, CONTINUITY OF SERVICE.

12.1 Outages, Interruptions and Curtailment of Energy Deliveries. The Power Purchase Provider, or other counterparty, may under certain conditions set forth in the applicable provisions of a Project Agreement or other applicable operating agreement, interrupt or curtail deliveries of Facility Products to SCPPA which SCPPA was to deliver to Vernon. Should such an interruption or curtailment occur Vernon shall be credited with such revenues as are credited or paid to SCPPA on Vernon's behalf in accordance with Vernon's Participant Facility Products Share and shall be obligated to pay any costs incurred by SCPPA in accordance with Vernon's Participant Facility Products Cost Share which are payable by SCPPA pursuant to the Power Purchase Agreement or any other applicable Project Agreement. SCPPA or the Project Manager (if other than SCPPA) or SCPPA's agent will use its best efforts to apprise Vernon of potential outages, interruptions or curtailments, the reason therefor and the probable duration thereof, when such outages, interruptions or curtailments can be deemed likely to occur.

12.2 Uncontrollable Forces. SCPPA shall not be required to provide, and SCPPA shall not be liable for failure to provide, Facility Products or other service under this Agreement when such failure or the cessation or curtailment of or interference with the service is caused by Uncontrollable Forces or by the inability of the Power Purchase Provider or other applicable counterparty to obtain any required governmental permits, licenses or approvals to enable the Power Purchase Provider to

acquire, administer or operate the Project; provided, however, that Vernon shall not thereby be relieved of its obligations to make payments under this Agreement except to the extent SCPPA is so relieved pursuant to the Project Agreements.

13. [RESERVED]

14. LIABILITY.

14.1 Participants' Obligations Several. Except as otherwise provided in Section 11 of this Agreement, Vernon and each of the other SCPPA Participants shall be solely responsible and liable for performance under its respective Power Sales Agreement. The obligation of Vernon to make payments under this Agreement is a several obligation and not a joint obligation with those of the other SCPPA Participants under the other Power Sales Agreements to which such SCPPA Participants are parties.

14.2 No Liability of SCPPA, Directors, Officers, Etc. Each Party agrees that neither Party nor any of its past, present, future directors, officers, employees, board members, agents, attorneys or advisors and shall be liable to the other Party for loss of profits or direct or consequential loss or damage suffered by a Released Party as a result of the performance or non-performance (excluding gross negligence or willful misconduct which, unless otherwise agreed to by the Parties, are both to be determined and established by a court of competent jurisdiction in a final, non-appealable order) of a Releasing Party or any of its directors, officers, employees or agents under this Agreement. To the fullest extent permitted by law, Vernon releases SCPPA and its directors, officers, employees and agents from any claim or liability (whether negligent or otherwise) as a result of any actions or inactions of SCPPA under this Agreement. No such performance or non-performance by SCPPA shall relieve Vernon from its obligations under this Agreement, including its obligation to make payments required under this Agreement, and such undisputed payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise. The provisions of this Section 14.2 shall not be construed so as to relieve SCPPA from any obligation under this Agreement.

14.3 Extent of Exculpation; Enforcement of Rights. The exculpation provision set forth in Section 14.2 hereof shall apply to all types of claims or actions including, but not limited to, claims or actions based on contract or tort. Notwithstanding the foregoing, either Party may protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of any obligations or duty of the other Party, and each Party shall at all times retain the right to recover, by appropriate legal proceedings, any amount determined to have been an overpayment, underpayment or other monetary damages owed by the other Party in accordance with the terms of this Agreement.

14.4 Indemnification for Claims of Retail Customers. Vernon shall assume all liability for any claim, action or judgment, whether or not caused by negligence, arising out of or in connection with electric service to any of its retail customers caused by the operation or failure of operation of the Facility or any portion thereof, and shall indemnify and hold harmless SCPPA from any such claim, action or judgment (including reasonable attorneys' fees and other costs of defense).

14.5 Determination or Enforcement of Rights. Notwithstanding the provisions of Sections 14.2, 14.3 and 14.4 hereof, Vernon or SCPPA may determine, protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of, or declaratory action with respect to, any obligation or duty hereunder or thereunder.

14.6 No Relief From Insurer's Obligations. Notwithstanding any provision in this Agreement to the contrary, including but not limited to the provisions in this Section 14, the provisions of this Section 14 shall not be construed or applied so as to relieve any insurer of its obligation to pay any insurance claims in accordance with any applicable insurance policy.

14.7 SCPPA Directors, Officers, Employees, Agents Not Individually Liable; No General Liability of SCPPA. It is hereby recognized and agreed that no member of SCPPA's Board of Directors, officer, employee or agent of SCPPA or member of SCPPA in its capacity as a member of SCPPA shall be individually liable in respect of any undertakings by SCPPA under this Agreement. The undertakings by SCPPA under the Power Sales Agreements shall never constitute a debt or indebtedness of SCPPA within the meaning of any provision or limitation of the Constitution or statutes of the State of California and shall not constitute or give rise to a charge against its general credit.

15. RESTRICTIONS ON DISPOSITION.

15.1 Assignment. It is understood and agreed each SCPPA Participant (including Vernon) may sell, assign or otherwise dispose of some or all of its Project Rights and Obligations to other SCPPA Participants or SCPPA members under the same terms and conditions as set forth in this Agreement, provided that each such other participating SCPPA member agrees in writing to be bound by the provisions of the Power Sales Agreement of the SCPPA Participant making such sale, assignment or other disposition. In the event of such a sale, assignment or other disposition, SCPPA shall revise Appendix B to reflect the new Participant Facility Products Share allocation and such revision to Appendix B shall not be considered an amendment to any Power Sales Agreement.

15.2 Restrictions on Elimination of Payment Obligations. No sale, assignment or other disposition of Vernon's Project Rights and Obligations to any Person ("Assignee") shall release Vernon from its payment obligations under this Agreement; provided, however, such payment obligations may be eliminated or reduced if the sale, assignment or other disposition is made pursuant to Section 15.1 of this Agreement, or if (i) such Assignee shall assume and agree in writing to fully perform and discharge the Project Rights and Obligations under its Power Sales Agreement, (ii) such Assignee shall have a corporate or long-term senior unsecured credit rating of "A-" or higher by S&P or "A3" or higher by Moody's, unless otherwise provided by the Board of Directors, and (iii) the Board of Directors, by resolution, determines to eliminate or reduce such payment obligations, which determination shall not be unreasonably withheld.

15.3 Restrictions on Disposition of Vernon's Entire System. Vernon shall not sell, lease or otherwise dispose of all or substantially all of its electric system to any Person ("Acquiring Entity") unless the Acquiring Entity shall assume and agree to fully perform and discharge the Project Rights and Obligations under this Agreement, and such Acquiring Entity shall have a corporate or long-term senior unsecured credit rating not less than investment grade.

15.4 Successors and Assigns. Subject in all respects to Sections 11 and 15 hereof, the Project Rights and Obligations under this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties to this Agreement.

16. EFFECTIVE DATE, TERM AND EXPIRATION.

16.1 Effective Date; Execution in Counterparts. This Agreement shall become effective on the first Day when each and all of the following shall have occurred: (i) this Agreement shall have been duly executed and delivered by SCPPA and Vernon, (ii) the Power Purchase Agreement shall have been duly executed and delivered by SCPPA and the Power Purchase Provider and (iii) the Power Sales Agreement between SCPPA and any other SCPPA Participant shall have been duly executed and delivered by the parties thereto. Once the Power Purchase Agreement has been executed and delivered as set forth above, SCPPA shall deliver a copy of the same to Vernon. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

16.2 Termination Conditions. This Agreement shall be effective upon satisfaction of the conditions set forth in Section 16.1 and shall extend for the term specified in Section 16.3 unless earlier terminated pursuant to an express provision of this Agreement; provided, however, that any obligation to make payments by Vernon or SCPPA or any outstanding liability of Vernon or SCPPA hereunder which either exists or may exist as of the date of termination of this Agreement, or which comes into existence at any future time as a result of any activity or transaction implemented under this Agreement, shall survive such termination.

16.3 Expiration. The term of this Agreement shall begin on the Day this Agreement becomes effective pursuant to Section 16.1 hereof. Unless terminated earlier pursuant to Section 16.4, the term of this Agreement shall expire on the date on which the Power Purchase Agreement is terminated and all obligation(s) of the parties under the Power Purchase Agreement have been fully satisfied or otherwise adequate provision for satisfaction of such obligation(s) have been made and no other such obligation(s) under the Power Purchase Agreement is outstanding; provided, however, that in no event shall the term of this Agreement expire so long as the Power Purchase Agreement is of any force or effect.

16.4 Termination of Agreement before Expiration Date. Notwithstanding the expiration date set forth in Section 16.3 hereof, this Agreement shall terminate on the date, if any, by which SCPPA notifies Vernon that this Agreement is superseded as a result of Vernon having (i) succeeded to SCPPA's rights through another agreement or agreements, or (ii) entered into a replacement power sales agreement or other

agreement with SCPPA. The purchase price and consideration to be paid to SCPPA by Vernon with respect to any such superseding arrangement shall consist of the payments and satisfaction of all obligations by Vernon under and pursuant to this Agreement prior to the effective date of the superseding arrangement plus any remaining costs or obligations incurred by SCPPA in connection with the Project.

16.5 Final Distribution of Reserve Fund. Following the expiration or earlier termination of this Agreement, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the SCPPA Participating Members under this Agreement and upon satisfaction of all remaining costs and obligations of SCPPA under this Agreement and in connection with the Facility, any amounts then remaining in the Reserve Fund shall be paid to the SCPPA Participating Member pro rata in accordance with their respective Participant Facility Products Share.

17. **SEVERABILITY.** In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court holds that the provisions are not separable from all other provisions of this Agreement.
18. **REPRESENTATION AND GOVERNING LAW.** The Parties acknowledge that each Party was represented by counsel in the negotiation and execution of this Agreement. This Agreement was made and entered into in the County of Los Angeles, California, and shall be governed by, interpreted and enforced in accordance with the laws of the State of California. All litigation arising out of, or relating to this Agreement, shall be brought in a State or Federal court in the County of Los Angeles, State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.
19. **ARBITRATION AND ATTORNEYS' FEES.** If a dispute arises between the Parties which the Coordinating Committee or the Board of Directors is unable to resolve, the Parties may by mutual agreement submit the dispute to mediation or non-binding arbitration. With respect to any such dispute the Parties agree that each Party shall bear its own attorneys' fees and costs. Notwithstanding the foregoing, Vernon and SCPPA recognize and agree that SCPPA's attorneys' fees associated with any matter relating to the Project or this Agreement, including any dispute relating thereto, shall constitute a Project cost which shall be allocated and billed as set forth in Sections 4 and 7 of this Agreement.
20. **CONDITIONS TO TERMINATION OR AMENDMENT.** Neither Party may terminate this Agreement without the prior written consent of each other SCPPA Participants. None of the Power Sales Agreements may be amended as to any one or more of the SCPPA Participants so as to provide terms and conditions materially different from those contained therein, unless the SCPPA Participant seeking the amendment obtains a written consent or waiver of each other SCPPA Participant.
21. **ADJUSTMENT TO APPENDIX B IF SCPPA PARTICIPANT DOES NOT OBTAIN APPROVALS.** SCPPA shall provide notice to Vernon if the other SCPPA Participant does

not obtain all requisite board and city council approvals to enter into its Power Sales Agreement. Upon receipt of such notice, each of the Participant Facility Products Share and Participant Facility Products Cost Share shall be increased to 100% in accordance with Section 10.2 of this Agreement.

- 22. NOTICES.** Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

Southern California Public Power Authority
Attention: Executive Director
1160 Nicole Court
Glendora, California 91740

Vernon Public Utilities Department
Attention: General Manager
4305 Santa Fe Avenue
Vernon, California 90058

- 23. AMENDMENTS.** The Parties acknowledge and agree that any amendment to this Agreement shall be in writing and duly executed by the Parties.

[SIGNATURE PAGE FOLLOWS]

Each Party hereto has duly caused this Agreement to be executed on its behalf by its duly authorized representative.

SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____
Michael S. Webster
Executive Director

Approved as to Legal Form and Content:

Richard J. Morillo
Interim General Counsel

CITY OF VERNON

By: _____

Attest: _____

APPENDIX A

DEFINITIONS

The following terms, whether in the singular or the plural, and initially capitalized, shall have the meanings specified below:

1. Act. All of the provisions contained in the California Joint Exercise of Powers Act found in Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, beginning at California Government Code Section 6500 et seq., as amended from time to time.
2. [Reserved]
3. Annual Budget. The budget adopted by SCPPA pursuant to Section 5.4.1 of this Agreement not less than thirty (30) Days nor more than sixty (60) Days prior to the beginning of each Power Supply Year, including any amendments thereto, which shall show a detailed estimate of the Total Power Costs under this Agreement and all credits, charges, revenues, income, or other funds to be applied to such costs, for and applicable to such Power Supply Year.
4. [Reserved].
5. Billing Statement. The written statement prepared or caused to be prepared each Month by, or on behalf of, SCPPA which shall be based upon certain of the information in the Annual Budget and shall show for such Month the amount to be paid to SCPPA by Vernon in accordance with the provisions of Section 7 of this Agreement.
6. Board of Directors. The Board of Directors of the Southern California Public Power Authority.
7. Commercial Operation. "Commercial Operation" shall have the definition set forth in the Power Purchase Agreement.
8. Compliance. Following a Payment Default, the Defaulting Purchaser shall be in compliance with its payment obligations under this Agreement if it (i) no later than the last Day of the Cure Period fully pays all amounts owed as reflected in any Default Invoice; (ii) pays any monthly Billing Statement which comes due during the Cure Period; and (iii) replenishes any reduction made to the Reserve Funds as a result of any Payment Default.
9. Consent Agreements. All consents to assignments and all agreements relating thereto entered into with any lender, financial institution or other Person for the purpose of consenting to the assignment of the rights or securing the obligations of the Power Purchase Provider under the Power Purchase Agreement, and all consents or agreements relating to a Change in Control (as defined in the Power Purchase Agreement) under the Power Purchase Agreement.
10. Cure Period. That period of time beginning on the date of a Payment Default and concluding thirty (30) Days thereafter.

11. Cured Payment Default. A Payment Default which has been cured in accordance with Section 11.3 of this Agreement. If at any time during the Cure Period the Defaulting Purchaser is in Compliance, then the requirements of a Cured Payment Default shall be deemed to have been satisfied as of the date of receipt of such payments by SCPPA and the Cure Period shall expire.
12. Daily Delay Damages. Daily Delay Damages shall have the definition set forth in the Power Purchase Agreement.
13. Day. “Day” means calendar Day unless otherwise specified herein.
14. Default Invoice. An invoice during the Payment Default Period and the Cure Period issued to the Defaulting Purchaser pursuant to Section 11 of this Agreement that identifies the total defaulted amount owed, including late payment interest, to achieve a Cured Payment Default. During the Cure Period, the Default Invoice shall also include the amount that must be paid to achieve Compliance.
15. Defaulting Purchaser. “Defaulting Purchaser” means Vernon, where Vernon has caused a Payment Default under Section 11.1 of this Agreement that has not been remedied or cured.
16. Defaulting SCPPA Participant. A SCPPA Participant (not including Vernon) that causes a Payment Default under its Power Sales Agreement that has not been remedied or cured by the Defaulting SCPPA Participant.
17. Delivery Output Cost Component. “Delivery Output Cost Component” is defined in Section 4.3.1.
18. [Reserved].
19. Energy. “Energy” shall have the same definition as in the Power Purchase Agreement.
20. Environmental Attributes. “Environmental Attributes” shall have the definition set forth in the Power Purchase Agreement.
21. Facility. “Facility” shall have the same definition as the Power Purchase Agreement.
22. Facility Products. All output, rights, and other tangible or intangible benefits derived from the Facility, whatsoever, including without limitation all Energy, Environmental Attributes, Capacity Rights, Resource Adequacy Attributes, rights with respect to the battery energy storage system, whether received by SCPPA under or pursuant to the Power Purchase Agreement or other applicable Project Agreement.
23. Fiscal Year. The twelve-month period commencing at 12:01 a.m. on July 1 of each year and ending at 12:01 a.m. on the following July 1, or such other time frame as determined by the Board of Directors.
24. Force Majeure. “Force Majeure” shall have the definition set forth in the Power Purchase Agreement.

25. Guaranteed Delivered Energy. “Guaranteed Delivered Energy” shall have the meaning provided in the Power Purchase Agreement.
26. Initial Payment Default Date. The earlier of (i) the end of the fifth Day following the first Payment Default for which no remedy in payment has occurred and been received by SCPPA, or (ii) the last Day of the Month in which the first Payment Default has occurred for which no remedy in payment has occurred and been received by SCPPA.
27. Joint Powers Agreement. The “Southern California Public Power Authority Joint Powers Agreement” dated as of November 1, 1980, as amended and modified from time to time, entered into pursuant to the provisions of the Act, among SCPPA and its members.
28. Month. A calendar month.
29. Monthly Costs. “Monthly Costs” is defined in Section 4.4.
30. Moody’s. “Moody’s” shall mean Moody’s Investor Services, Inc.
31. Operating Budget. The operating budget approved by the Board of Directors which shall show a detailed estimate of Total Power Costs for a Power Supply Year and all revenues, income or other funds to be applied to Total Power Costs for and applicable to such Power Supply Year.
32. Operating Reserve Depletion Date. The date that is two Months prior to the date on which SCPPA anticipates, assuming continued Payment Defaults by the Defaulting Purchaser, that the moneys in the operating reserve account held at any time by SCPPA will be fully depleted; provided, however, if as of the date on which a Payment Default occurs SCPPA determines that the moneys in the operating reserve account held by SCPPA will be fully depleted in less than two Months (or currently are fully depleted), then the Operating Reserve Depletion Date shall be deemed to have occurred when such a Payment Default occurs.
33. Participant Facility Products Cost Share. With respect to a particular SCPPA Participant and during each Power Supply Year, the applicable percentage of SCPPA costs under this Agreement payable by such SCPPA Participant, as set forth for such SCPPA Participant in Appendix B of this Agreement.
34. Participant Facility Products Share. With respect to a particular SCPPA Participant and during each Power Supply Year, the applicable percentage entitlement of the Facility Products under this Agreement, as set forth for such SCPPA Participant in Appendix B of this Agreement.
35. Payment Default. A failure by Vernon to pay when due all of its Billing Statement for any Month.
36. Payment Default Period. That period of time beginning on the initial date of a Payment Default and ending thirty (30) Days following a notice of default as provided in accordance with Section 11.2 hereof.

37. Person. “Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.
38. Point of Delivery. Point of Delivery shall have the definition set forth in the Power Purchase Agreement.
39. Power Purchase Agreement. The Power Purchase Agreement between Southern California Public Power Authority and Daggett Solar Power 2, LLC, dated as of [____], attached hereto as Appendix C, as the same may be amended from time to time, and all other agreements associated with the Facility. The Power Purchase Agreement shall also include any instrument or form of security which affords any opportunity for the purchase of the Facility or acquisition, whether through foreclosure or otherwise, including any mortgage, lease, assignment, beneficial interest, collateral instrument or other device or mechanism providing for the ability to acquire the Facility.
40. [Reserved].
41. Power Purchase Agreement Cost Component. “Power Purchase Cost Component” is defined in Section 4.3.5.
42. Power Purchase Agreement General and Administrative Cost Component. “Power Purchase Agreement General and Administrative Cost Component” is defined in Section 4.3.2.
43. Power Purchase Provider. Daggett Solar Power 2, LLC, and any other entity named under any applicable operating agreement to operate or otherwise run or manage the Facility, along with each of their successors, or any successors or assigns to the rights of these entities.
44. Power Sales Agreements. This Agreement and that certain Power Sales Agreement, dated for convenience as of [DATE], by and between SCPPA and City of Cerritos, as the same may be hereafter be amended from time to time.
45. Power Supply Year. The Fiscal Year, except that the first Power Supply Year shall begin on the first to occur of (i) the date SCPPA is obligated to pay any portion of the costs of the Project, (ii) the Commercial Operation Date of the Facility, or (iii) the date of the first delivery of Energy to Vernon pursuant to this Agreement. The first Power Supply Year shall end on the last Day of the then current Fiscal Year.
46. Project. The term “Project” means the Daggett Solar Power 2 Project and shall be broadly construed to entail the aggregate of rights, liabilities, interests and obligations of SCPPA pursuant to the Power Purchase Agreement and the other Project Agreements, including but not limited to all associated rights, liabilities, interests and obligations; provided, that for purposes of this Agreement it shall be limited to those rights, liabilities, interests and obligations acquired or undertaken by SCPPA in the Power Purchase Agreement and the Project Agreements associated with that agreement. The term Project shall also include those rights, liabilities, interests or obligations necessary or appropriate to carry out the functions specified in Section 6 and to utilize or deliver the Energy of the Facility as specified in Section 9.

47. Project Agreements. Insofar as they pertain to this Project, any project management agreement, the Power Sales Agreements, the Power Purchase Agreement, or any other contracts for the purchase, procurement, delivery or transmission of Facility Products, or any other agreements for scheduling, dispatching, exchanging, tagging, movement or transmission of Facility Products, or agreements to which SCPPA is a party relating to the administration or management of the Project.
48. Project Manager. SCPPA in its capacity as Project Manager or a designee or designees appointed by SCPPA to carry out SCPPA's responsibilities as Project Manager under this Agreement.
49. Project Rights. All rights and privileges of Vernon under this Agreement, including but not limited to its right to receive its Participant Facility Products Share under this Agreement.
50. Project Rights and Obligations. Vernon's Project Rights and obligations under the terms of this Agreement.
51. Reserve Fund Cost Component. "Reserve Fund Cost Component" is defined in Section 4.3.4.
52. Reserve Funds. Those reserve accounts deemed appropriate to afford a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project, for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.
53. S&P. "S&P" shall mean Standard & Poor's Financial Services LLC.
54. SCPPA Member. Each of the following: Anaheim, CA; Azusa, CA; Banning, CA; Burbank, CA; Cerritos, CA; Colton, CA; Glendale, CA; Imperial Irrigation District; Los Angeles, CA; Pasadena, CA; Riverside, CA; and Vernon, CA.
55. SCPPA Participants. Those entities that have executed a power sales agreement for the Project, together in each case with each entity's successors or assigns, identified as "SCPPA Participants" in Appendix B of this Agreement.
56. Shortfall Damages. "Shortfall Damages" shall mean " Shortfall Damages" as defined set forth in the Power Purchase Agreement
57. [Reserved].
58. Step-Up Invoice. An invoice sent pursuant to Section 11.8.1 to a non-Defaulting SCPPA Participant as a result of one or more Payment Defaults, which invoice shall separately identify any amount owed with respect to the monthly Billing Statement of one or more Defaulting SCPPA Participants for Total Power Costs reflected in the Defaulting SCPPA Participant(s) unpaid monthly Billing Statement.

59. Supplementary Services. Those services in connection with the delivery of Energy involving additional transmission, interconnection arrangements, energy management, firming, shaping, energy balancing, dispatching, tagging, scheduling, transmitting, interconnecting, swapping, exchanging or other services associated with the transmission, use or disposition of Facility Products to be utilized by Vernon under this Agreement, and to otherwise provide for delivery and facilitate the disposition, movement, taking, receiving, accounting for, transferring and crediting the transfer of Facility Products from the Point of Delivery to any other points or destinations, as determined by Vernon. Supplementary Services include but are not limited to delivery point swaps, stranded energy/transmission curtailments, tiepoint liquidity improvement, transmission loss savings, tiepoint price spread optimization, on-peak/off-peak exchanges, peak shifting exchanges, seasonal exchanges, and both simultaneous or non-simultaneous green energy exchanges.
60. Supplementary Services Cost Component. “Supplementary Services Cost Component” is defined in Section 4.3.3.
61. Total Power Costs. “Total Power Costs” has the meaning described in Section 4.3.
62. [Reserved].
63. Uncontrollable Forces. Any Force Majeure event and any cause beyond the control of any Party, and which by the exercise of due diligence such Party is unable to prevent or overcome, including but not limited to, failure or refusal of any other Person to comply with then existing contracts, an act of God, fire, flood, explosion, earthquake, strike, sabotage, pestilence, an act of the public enemy (including terrorism), civil or military authority including court orders, injunctions and orders of governmental agencies with proper jurisdiction or the failure of such agencies to act, insurrection or riot, an act of the elements, failure of equipment, a failure of any governmental entity to issue a requested order, license or permit, inability of any Party or any Person engaged in work on the Project to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers. Notwithstanding the foregoing, Uncontrollable Forces as defined herein shall also include events of Force Majeure pursuant to the Power Purchase Agreement, as defined therein.
64. WECC. The Western Electricity Coordinating Council or its successor.

APPENDIX B*

**DAGGET SOLAR POWER 2 PROJECT
POWER SALES AGREEMENT**

**SCHEDULE OF SCPPA PARTICIPANTS,
PARTICIPANT FACILITY PRODUCTS SHARES,
PARTICIPANT FACILITY PRODUCTS COST SHARES**

SCPPA PARTICIPANTS	PARTICIPANT FACILITY PRODUCTS SHARES			PARTICIPANT FACILITY PRODUCTS COST SHARES		
	PV SHARE	BESS SHARE	GENERAL SHARE	PV COST	BESS COST	GENERAL COST
City of Vernon	92.31%	90.91%	91.84%	92.31%	90.91%	91.84%
City of Cerritos	7.69%	9.09%	8.16%	7.69%	9.09%	8.16%
TOTAL	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

* Appendix B may be revised in accordance with the provisions of Sections 21 and 10.2 of this Agreement.

APPENDIX C
POWER PURCHASE AGREEMENT

POWER PURCHASE AGREEMENT

BETWEEN

DAGGETT SOLAR POWER 2 LLC

AND

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Dated as of [], 2022

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND INTERPRETATION	1
Section 1.1 Definitions.....	1
Section 1.2 Interpretation.....	26
ARTICLE II EFFECTIVE DATE, TERM, AND EARLY TERMINATION.....	27
Section 2.1 Effective Date	27
Section 2.2 Term.....	27
Section 2.3 Survivability.....	28
Section 2.4 Early Termination	28
ARTICLE III DEVELOPMENT OF THE FACILITY.....	28
Section 3.1 General.....	28
Section 3.2 Site Confirmation.....	29
Section 3.3 Subcontracts.....	30
Section 3.4 Certification of Commercial Operation Dates	30
Section 3.5 Milestone Schedule; Delay Damages	30
Section 3.6 Decommissioning and Other Costs.....	33
Section 3.7 CEC Certification.....	33
ARTICLE IV OPERATION AND MAINTENANCE OF THE FACILITY.....	33
Section 4.1 General Operational Requirements.....	33
Section 4.2 Operation and Maintenance Plan.....	33
Section 4.3 Operation and Use of the BESS; Grid Charging.	34
Section 4.4 Outages	34
ARTICLE V COMPLIANCE DURING CONSTRUCTION AND OPERATIONS; SECURITY.....	36
Section 5.1 In General.....	36
Section 5.2 Buyers' Rights to Monitor in General	36
Section 5.3 Effect of Review by Buyer	37
Section 5.4 Compliance with Standards.	37
Section 5.5 Quality Assurance Program.....	38
Section 5.6 Reporting and Information.....	38
Section 5.7 Performance Security.....	38
ARTICLE VI PURCHASE AND SALE OF PRODUCT	40
Section 6.1 Deliveries; Purchases by Buyer	40
Section 6.2 Third Party Sales.....	40
ARTICLE VII TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS; COMPLIANCE.....	41
Section 7.1 Transmission and Interconnection	41
Section 7.2 Scheduling Coordinator; CAISO Cost Allocation.....	41
Section 7.3 Forecasting and Scheduling of Energy	41
Section 7.4 Curtailment	44

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 7.5 [Reserved]	45
Section 7.6 Title; Risk of Loss.....	45
Section 7.7 RPS and EPS Compliance	45
Section 7.8 Change in CAISO Tariff.....	46
Section 7.9 Change in Market Structure	47
ARTICLE VIII ENVIRONMENTAL ATTRIBUTES.....	47
Section 8.1 Transfer of Environmental Attributes	47
Section 8.2 Reporting of Ownership of Environmental Attributes.....	47
Section 8.3 Environmental Attributes.....	47
Section 8.4 WREGIS	48
Section 8.5 Further Assurances.....	48
ARTICLE IX SHORTFALL ENERGY, AVAILABILITY, AND PERFORMANCE	
GUARANTEE REQUIREMENTS	49
Section 9.1 Makeup of Shortfall	49
Section 9.2 Replacement Product	49
Section 9.3 Shortfall Damages.....	49
Section 9.4 Availability Requirement.....	50
Section 9.5 [Reserved]	50
Section 9.6 Performance Guarantees, Remedies and Termination Rights	50
ARTICLE X CAPACITY RIGHTS.....	52
Section 10.1 Capacity Rights.....	52
Section 10.2 Covenant Regarding Capacity Rights.....	52
Section 10.3 Further Assurances.....	52
ARTICLE XI BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS;	
POLICIES	52
Section 11.1 Billing and Payment.....	52
Section 11.2 WREGIS Withholding	53
Section 11.3 Calculation of Energy Delivered; Invoices and Payment.....	53
Section 11.4 Disputed Invoices.....	55
Section 11.5 Right of Setoff.....	55
Section 11.6 Records and Audits	55
Section 11.7 Electric Metering Devices.....	56
Section 11.8 Taxes	57
ARTICLE XII REPRESENTATIONS, WARRANTIES AND COVENANTS.....	58
Section 12.1 Representations and Warranties of Buyer.....	58
Section 12.2 Representations and Warranties of Seller	58
Section 12.3 Covenants of Seller Related to Site Control Documents	60
Section 12.4 [Reserved]	61
Section 12.5 Additional Covenants of Seller	61

TABLE OF CONTENTS
(continued)

Page

ARTICLE XIII DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE

DAMAGE	62
Section 13.1 Default.....	62
Section 13.2 Default Remedy	63
Section 13.3 Cure Rights of Facility Lender	64
Section 13.4 Termination for Default	64

ARTICLE XIV MISCELLANEOUS.....66

Section 14.1 Authorized Representative.....	66
Section 14.2 Notices	67
Section 14.3 Dispute Resolution.....	67
Section 14.4 Further Assurances; Change in Electric Market Design.....	67
Section 14.5 No Dedication of Facilities	68
Section 14.6 Force Majeure	68
Section 14.7 Assignment of Agreement	70
Section 14.8 Ambiguity	72
Section 14.9 Attorneys' Fees & Costs	72
Section 14.10 Voluntary Execution	72
Section 14.11 Entire Agreement; Amendments.....	72
Section 14.12 Governing Law	72
Section 14.13 Venue	72
Section 14.14 Execution in Counterparts.....	72
Section 14.15 Effect of Section Headings	73
Section 14.16 Waiver; Available Remedies	73
Section 14.17 Relationship of the Parties	73
Section 14.18 Third Party Beneficiaries	73
Section 14.19 Indemnification; Damage or Destruction; Insurance; Condemnation; Limit of Liability.....	73
Section 14.20 Severability	75
Section 14.21 Confidentiality	75
Section 14.22 Mobile-Sierra	77
Section 14.23 Future Phases	78
Section 14.24 Taxpayer Identification Number (TIN)	78
Section 14.25 Service Contract.....	78
Section 14.26 Dodd-Frank Wall-Street Reform and Consumer Protection Act.....	78

TABLE OF CONTENTS
(continued)

Appendices

APPENDIX A-1	CONTRACT PRICE
APPENDIX B-1	FACILITY, PERMITS AND OPERATOR
APPENDIX B-2	MAP OF FACILITY
APPENDIX C	ANNUAL CONTRACT QUANTITY
APPENDIX D	FORM OF ATTESTATION
APPENDIX E	FORM OF LETTER OF CREDIT
APPENDIX F	INSURANCE
APPENDIX G	QUALITY ASSURANCE PROGRAM
APPENDIX H	[RESERVED]
APPENDIX I	MILESTONE SCHEDULE
APPENDIX J	AUTHORIZED REPRESENTATIVES; BUYER AND SELLER BILLING, NOTIFICATION AND SCHEDULING CONTACT INFORMATION
APPENDIX K-1	BESS PERFORMANCE GUARANTEES; ANNUAL PV SYSTEM AVAILABILITY GUARANTEE
APPENDIX K-2	REMEDY CALCULATIONS FOR FAILURE OF BESS PERFORMANCE GUARANTEES AND ANNUAL PV SYSTEM AVAILABILITY GUARANTEE
APPENDIX K-3	STORAGE CAPACITY TEST PROCEDURES
APPENDIX L-1	FORM OF CONSTRUCTION START DATE CERTIFICATION
APPENDIX L-2	FORM OF COMMERCIAL OPERATION DATE CERTIFICATION
APPENDIX M	SITE CONTROL DOCUMENTS
APPENDIX N	SALE LEASEBACK REQUIREMENTS
APPENDIX O	METERING DIAGRAM

TABLE OF CONTENTS
(continued)

APPENDIX P	FORM OF CONSENT AND AGREEMENT
APPENDIX Q	OPERATING RESTRICTIONS
APPENDIX R	APPROVED VENDORS
APPENDIX S	LEGAL OPINIONS

Schedules

SCHEDULE 12.2(h)	UPSTREAM EQUITY OWNERS, SELLER'S ULTIMATE PARENT AND ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF SELLER AND UPSTREAM EQUITY OWNERS
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POWER PURCHASE AGREEMENT

PARTIES

THIS POWER PURCHASE AGREEMENT (this “*Agreement*”), dated as of this [] day of [], 2022, is being entered into by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (“*Buyer*”), a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.), and Daggett Solar Power 2 LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Seller*”). Each of Buyer and Seller is referred to individually in this Agreement as a “*Party*” and together as the “*Parties*.”

RECITALS

WHEREAS, Buyer’s members have adopted or are adopting policies that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources and to comply with the California Renewable Energy Resources Act; and

WHEREAS, in 2019, Buyer issued a request for proposals (“*RFP*”) to acquire renewable energy resources; and

WHEREAS, an affiliate of Seller, responded to Buyer’s RFP on behalf of, Seller, and, following negotiation, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain renewable energy, capacity rights and associated environmental attributes for the purchase price set forth in Appendix A-1 hereto; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which such sales and purchases shall be made.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms in this Agreement and the appendices hereto shall have the following meanings when used with initial capitalized letters:

“**AC**” means alternating current.

“**Acceptable Form of Performance Assurance**” means, at the option of Seller, any of (a) cash to be held in escrow by Buyer, (b) cash held in an escrow account and subject to an escrow agreement in form and substance satisfactory to Buyer in its sole discretion (an “*Escrow Account*”), or (c) a separate letter of credit substantially in the form of Appendix E from a Qualified Issuer.

“Adjusted BESS Capacity Price” has the meaning set forth in Section 9.6(b).

“ADS” has the meaning set forth in Section 9.6(a).

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person. As used in this Agreement, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble of this Agreement, and includes the Appendices and Schedules attached hereto.

“Agreement Term” has the meaning set forth in Section 2.2(a).

“Ancillary Documents” means all instruments, agreements, certificates and documents executed, delivered, or required to be executed or delivered by or on behalf of Buyer or Seller or any Affiliate of Seller pursuant to this Agreement.

“Ancillary Services” has the meaning set forth in the CAISO Tariff.

“Annual Contract Quantity” means, for the applicable Contract Year, the number of MWh set forth on Appendix C, which is the quantity of expected PV Delivered Energy for each Contract Year.

“Annual Cycle Limit” has the meaning set forth on Appendix Q.

“Annual PV System Availability” has the meaning set forth on Appendix K-1.

“Annual PV System Availability Adjustment Factor” has the meaning set forth on Appendix K-2.

“Annual PV System Availability Guarantee” has the meaning set forth in Section 9.6(a).

“Annual PV System Availability Requirement” has the meaning set forth on Appendix K-1.

“Anti-Corruption Laws” means any anticorruption or antibribery law applicable to any Party, including those laws that prohibit the promise, offer, authorization, receipt, or provision of anything of value to any person, including employees, officials, or agents of any Governmental Authority or government-owned or controlled entity; employees, members, or officials of a political party or public international organization; or, anyone else that may be considered a government official under applicable law, for an illegal, improper, or corrupt purpose, such as to influence the official act (or lack of action) of the recipient of things of value in order to gain an advantage, obtain or retain business, or direct business to any person.

“Anti-Terrorism Laws” means any laws relating to terrorism or money laundering, including Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

“Approved Vendor” means any vendor listed on Appendix R or otherwise reasonably approved by Buyer.

“ASME” means American Society of Mechanical Engineers.

“Assumed Daily Deliveries” has the meaning set forth in Section 13.4(c).

“ASTM” means American Society for Testing and Materials.

“Authorized Auditors” means representatives of Buyer or Buyer’s Authorized Representative who are authorized to conduct audits on behalf such Buyer.

“Authorized Representative” means, with respect to each Party, the Person designated as such Party’s authorized representative pursuant to Section 14.1.

“Availability Standards” means the program set forth in Section 40.9 of the CAISO Tariff, as it may be amended, supplemented or replaced (in whole or in part) from time to time, setting forth certain standards regarding the desired level of availability for Resource Adequacy (as defined in the CAISO Tariff) resources and possible charges and incentive payments for performance thereunder.

“Available Hours” has the meaning set forth on Appendix K-1.

“Bankruptcy” means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action or proceeding is not commenced by such Person, such case, action or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief or shall remain undismissed for ninety (90) days.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect.

“BESS” means the thirty-three (33) MW four-hour lithium-ion battery energy storage system included in the Facility, consisting of battery storage modules and racks, power conversion and transformation equipment, battery management systems, equipment for communication, thermal regulation, environmental conditioning and safety, control systems and related software, enclosures, and such other incidental or ancillary equipment or components as may be necessary or appropriate, in each case, charged solely by energy produced by the PV System.

“BESS Capacity Payment” means commencing on the first full month after the Commercial Operation Date and each full month during the Delivery Term thereafter, the product of the BESS Capacity Price or Adjusted BESS Capacity Price, as applicable, multiplied by the BESS Contract Capacity (measured in kW).

“BESS Capacity Price” means Seven Dollars and Ninety Five Cents (\$7.95) per kW-month.

“BESS Communication Protocol” has the meaning set forth in Section 7.3(e).

“BESS Contract Capacity” means thirty-three (33) MW net nameplate capacity.

“BESS Energy Meter” means the CAISO-approved and CAISO-polled Electric Metering Device at the BESS dedicated solely to the BESS, depicted on Appendix O.

“BESS Excused Conditions” means (a) any Excused Condition and (b) any period during which Seller is unable to generate or deliver energy to the Point of Delivery to the extent caused by (i) the Operating Restrictions in Appendix Q or (ii) a Storage Capacity Test (as described in Appendix K-1 and Appendix K-3).

“BESS Instructions” means the instructions, and any subsequent updates, in either case directed by Buyer or the CAISO via the BMS or another method of communication, to charge or discharge the BESS, in each case in a manner consistent with the BESS Communication Protocol and the terms and conditions of this Agreement.

“BESS Metered Input” means all Energy delivered to the BESS, as measured in MWh by the BESS Energy Meter in compliance with CAISO metering rules.

“BESS Metered Output” means all Energy delivered to the Point of Delivery from the BESS (net of all auxiliary loads, station electrical uses and electrical losses from the BESS to the Point of Delivery), as measured in MWh by the BESS Energy Meter in compliance with CAISO metering rules.

“BESS Performance Guarantees” means, collectively, the Dischargeable Energy Performance Guarantee, the Round Trip Efficiency Performance Guarantee and the Monthly BESS Availability Guarantee.

“BMS” means the battery control and management system for the BESS.

“Brown Act” has the meaning set forth in Section 14.21(e).

“Business Day” means any day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in Los Angeles, California or New York, New York.

“Buyer” has the meaning set forth in the preamble of this Agreement.

“CAISO” means the California Independent System Operator.

“CAISO Tariff” means the CAISO FERC Electric Tariff, Fifth Replacement Volume, including the rules, protocols, procedures and standards attached thereto and any replacement thereof or successor thereto in effect.

“Cal-OSHA” means the California Occupational Safety & Health Administration.

“CAMD” means the Clean Air Markets Division of the EPA and any other state, regional or federal or intergovernmental entity or Person that is given authorization or jurisdiction or both over a program involving the registration, validation, certification or transferability of Environmental Attributes.

“Capacity Rights” means the rights, whether in existence as of the Effective Date or arising thereafter during the Agreement Term, to capacity, Resource Adequacy Attributes, Local Capacity Requirement Attributes, associated attributes or reserves, or any of the foregoing as may in the future be defined by the CAISO, or any other balancing authority, reliability entity or Governmental Authority associated with the electric generating capability of the Facility, including the right to resell such rights.

“CEC” means California’s State Energy Resources Conservation and Development Commission, also known as the California Energy Commission.

“CEC Certified” means that the CEC has certified (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified) that the PV System is an eligible renewable energy resource in accordance with RPS Law.

“CEC Compliant” means, when used with respect to the PV System or any other facility at any time, that the PV System or such other facility is CEC Certified and in compliance with the CEC Performance Standard and any other applicable CEC requirements to which it is subject.

“CEC Performance Standard” means, at any time, the applicable greenhouse gas emissions performance standard in effect at such time for baseload electric generation facilities and storage facilities that are owned or operated (or both) by local publicly owned electric utilities, or for which a local publicly owned electric utility has entered into a contractual agreement for the purchase of power and services from such facilities, as established by the CEC or other Governmental Authority having jurisdiction over Buyer.

“CEQA” means the California Environmental Quality Act, California Public Resources Code §§ 21000, et seq.

“CEQA Determinations” means that:

(a) The lead agency conducting the review of the Facility as required under CEQA shall have (i) reviewed and approved the CEQA Documents, (ii) issued a final land use entitlement or other discretionary permit for the Facility, and (iii) filed a notice of determination in compliance with CEQA; and

(b) The applicable period for any legal challenges to any action by either the lead agency or any responsible agency under CEQA shall have expired without any such challenge having been filed or, in the event of any such challenge, the challenge shall have been determined adversely to the challenger by final judgment or settlement.

“CEQA Documents” means an environmental impact report, mitigated negative declaration or equivalent document prepared by or relied upon by the lead agency in approving Permits for the Facility.

“CFTC” has the meaning set forth in Section 14.26.

“Change in Control” means the occurrence, whether voluntary or by operation of law and whether in a single transaction or in a series of related transactions at any time during the Agreement Term, following which one or both of the following is no longer true (i) Seller’s Ultimate Parent directly or indirectly no longer owns more than fifty percent (50%) of the equity ownership interest of Seller and (ii) Seller’s Ultimate Parent directly or indirectly no longer retains the power to control the management and policies of Seller; provided, however, that a Change in Control shall not include any transaction or series of transactions in which the membership interests in Seller or an Upstream Equity Owner are issued or transferred to another Person (a) solely for the purpose of financing the construction or operation of the Facility; *provided that* following such financing Seller’s Ultimate Parent continues to directly or indirectly own more than fifty percent (50%) of Seller and retains the power to control the management and policies of Seller; (b) solely for the purpose of a Tax Equity Financing; (c) indirectly, in connection with a merger, sale or similar transaction at or above the Seller’s Ultimate Parent; or (d) a YieldCo Transfer. Seller shall provide written notice to Buyer prior to the occurrence of any Change in Control in accordance with Section 14.7.

“Change in Law” means a change to any federal, state, local or other law (including any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permitting conditions, certification conditions, authorization, or approval of a Governmental Authority or WREGIS, including the adoption of any new law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval or the issuance of any replacement or substitute law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval, in any case, which occurs after the Effective Date and is binding on a Party, the Parties, or the Facility or any of the products sold therefrom.

“Commercial Operation” means, with respect to the Facility, that (a) Seller has demonstrated, and the Independent Engineer has confirmed in writing, that the conditions set forth in the Independent Engineer certificate attached to Appendix L-2 have been met with respect to the PV System, the BESS, and the Facility as a whole, and (b) Seller has demonstrated, to the reasonable satisfaction of Buyer, that any Appendix L-2 conditions not certified to by the Independent Engineer have been met with respect to the PV System, the BESS, and the Facility as a whole, and in the case of both (a) and (b), the certificates associated therewith have been (i) accepted by Buyer and Buyer has provided notice of such acceptance to Seller confirming the Commercial Operation Date, or (ii) deemed accepted by Buyer in accordance with Section 3.4.

“Commercial Operation Date” means the date on which Commercial Operation of the Facility occurs, as determined pursuant to Section 3.4.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended, supplemented or otherwise modified from time to time, and any successor statute.

“Compensable Curtailment” means any curtailment by Buyer resulting from (a) Buyer’s failure to schedule (directly or through Buyer’s bidding behavior) PV System Energy available for scheduling hereunder, except during any Curtailment Period and unless excused by Force Majeure, Seller’s failure to perform, or Seller’s Default and (b) a request by Buyer to curtail PV Delivered Energy for any economic reasons, including resulting from Buyer’s bid offers into CAISO.

“Compliance Expenditure Cap” means (a) Fifteen Thousand Dollars (\$15,000) per MW of PV Contract Capacity in any Contract Year or (b) Fifty Thousand Dollars (\$50,000) per MW of PV Contract Capacity in the aggregate through the Delivery Term.

“Compliant” has the meaning set forth in Section 7.7(a).

“Confidential Information” has the meaning set forth in Section 14.21(a).

“Consent and Agreement” has the meaning set forth in Section 13.3.

“Construction Start Date” means the date on which Seller delivers to Buyer a written certification substantially in the form attached hereto as Appendix L-1.

“Construction Start Milestone” means the date that is nine (9) months prior to the Guaranteed Commercial Operation Date, as may be extended pursuant to Section 3.5(b)(i).

“Contract Price” means, with respect to (i) Startup and Test Energy, the price per MWh set forth in paragraph 1 of Appendix A-1, (ii) Excess Energy, the price per MWh set forth in paragraph 3 of Appendix A-1, (iii) Excess Energy > 120%, the price per MWh set forth in paragraph 4 of Appendix A-1 and (iv) any other PV Delivered Energy, the price per MWh set forth in paragraph 2 of Appendix A-1.

“Contract Year” means (i) the Initial Stub Year; (ii) each of the following nineteen (19) calendar years, beginning on the first day of January following the end of the Initial Stub Year and each succeeding twelve (12) month period up to and including the period ending with the December 31 of such nineteenth (19th) calendar year; and (iii) the Final Stub Year.

“Costs” has the meaning set forth in Section 13.4(f)(iii).

“CPRA” has the meaning set forth in Section 14.21(e).

“Curtailment Period” means a period of time during the Delivery Term during which the generation of Delivered Energy is required to be curtailed or reduced (in whole or part) as a result of an order, direction, alert, request, notice, instruction or directive from a Transmission Provider, the CAISO, WECC, NERC, or any other reliability entity due to (a) a System Emergency, (b) system improvements, curtailments, or scheduled and unscheduled repairs or maintenance at or downstream from the Point of Delivery, (c) an event of Force Majeure at or downstream from the Point of Delivery, (d) any reason adversely affecting the normal function and operation of the CAISO grid or a Transmission Provider’s system, as may from time to time be identified by the

CAISO, the Transmission Provider, WECC, NERC, or any other reliability entity. For the avoidance of doubt, the term “Curtailment Period” shall not include curtailments directed by CAISO arising out of the manner in which Buyer causes the Facility to be bid or Scheduled in the CAISO market (e.g., economic bids that do not clear) or any curtailment by Buyer pursuant to Section 7.4(b).

“**Cycle**” has the meaning set forth on Appendix K-1.

“**Daily Delay Damages**” means the liquidated damages specified in Section 3.5(b).

“**Day**” means each day commencing at 12:01 a.m. Pacific Prevailing Time on such day and ending at 12:00 p.m. Pacific Prevailing Time on such day.

“**Day-Ahead Market**” has the meaning set forth in the CAISO Tariff.

“**Deemed Generated Energy**” has the meaning set forth in Section 7.4(c).

“**Default**” has the meaning set forth in Section 13.1.

“**Defaulting Party**” has the meaning set forth in Section 13.1.

“**Delivered Energy**” means, for any period, PV Delivered Energy and BESS Metered Output.

“**Delivery Term**” has the meaning set forth in Section 2.2(b).

“**Delivery Term Security**” has the meaning set forth in Section 5.7(b).

“**Dischargeable Energy**” has the meaning set forth on Appendix K-1.

“**Dischargeable Energy Adjustment Factor**” has the meaning set forth on Appendix K-2.

“**Dischargeable Energy Performance Guarantee**” has the meaning given in Section 9.6(a).

“**Dispute**” has the meaning set forth in Section 14.3(a).

“**Dispute Notice**” has the meaning set forth in Section 14.3(a).

“**Downgrade Event**” means, with respect to the Person providing Project Development Security or Delivery Term Security hereunder, any event that results in (a) the failure of such Person to maintain the credit rating or organizational status of a Qualified Issuer, as applicable, or (b) the commencement by such Person of involuntary or voluntary bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding (whether under any present or future statute, law or regulation).

“**Early Termination Date**” has the meaning set forth in Section 13.4(a).

“Economic Sanctions Laws” means all laws administered by OFAC or any other Governmental Authority of the United States of America imposing economic sanctions and trade embargoes against Embargoed Targets.

“Effective Date” means the first date that both Seller and Buyer have executed this Agreement.

“Electric Metering Devices” means all meters, metering equipment, and data processing equipment conforming to the requirements set forth in Section 11.7 and used to measure, record, or transmit data relating to the Energy output from the Facility, including the quantities of PV Delivered Energy, BESS Metered Input and BESS Metered Output.

“Eligible Intermittent Resources Protocol” or **“EIRP”** means the Eligible Intermittent Resource Protocol, as may be amended from time to time, as set forth in the CAISO Tariff.

“Embargoed Targets” means countries or Persons designated by Economic Sanctions Laws on which economic sanctions or trade embargoes have been imposed and that prohibit dealings with such countries or Persons.

“Energy” means electrical energy.

“Energy In” has the meaning set forth on Appendix K-3.

“Energy Out” has the meaning set forth on Appendix K-3.

“Environmental Attribute Reporting Rights” means all rights to report ownership of the Environmental Attributes to any Person, including under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise.

“Environmental Attributes” means RECs, and any and all other current or future credits, benefits, emissions reductions, offsets or allowances, howsoever entitled, named, registered, created, measured, allocated or validated (A) that are at any time recognized or deemed of value (or both) by Buyer, applicable law, or any voluntary or mandatory program of any other Governmental Authority or other Person and (B) that are attributable to (i) generation of PV System Energy during the Delivery Term or Replacement Energy required to be delivered by Seller to Buyer during the Delivery Term, (ii) storage of Energy or other services in connection with the BESS and (iii) the emissions or other environmental characteristics of such PV System Energy or such Replacement Energy or its displacement of conventional or other types of Energy generation. Environmental Attributes include any of the aforementioned arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, or any other greenhouse gas or chemical compound, particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the “*UNFCCC*”), the Kyoto Protocol to the UNFCCC, California’s greenhouse gas legislation (including RPS Law and California Assembly Bill 32 (Global Warming Solutions Act of 2006) and any regulations implemented pursuant to that act, including any compliance instruments accepted under the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations of the California Air Resources Board or any successor regulations thereto) or any similar international, federal, state or local

program or crediting “early action” with a view thereto, laws or regulations involving or administered by the CAMD and all Environmental Attribute Reporting Rights, including all evidences (if any) thereof such as renewable energy certificates of any kind. Environmental Attributes for purposes of this definition are separate from the PV System Energy and do not include (a) investment tax credits, any local, state or federal production tax credits, depreciation deductions or other tax credits providing a tax benefit to Seller or any other Person based on an ownership or security interest in the Facility or PV System Energy, including any investment or production tax credit expected to be available to Seller with respect to the Facility, (b) any other depreciation deductions and benefits, and other tax benefits arising from ownership or operation of the Facility and (c) cash grants or other financial incentives from any local, state or federal government available to Seller with respect to the Facility.

“**EPA**” means the United States Environmental Protection Agency.

“**EPC Contractor**” means D.H. Blattner & Sons, Inc. or one or more engineering, procurement, and construction contractors, or if not utilizing an engineering, procurement and construction contractor, one or more entities having lead responsibility for the management of overall construction activities, selected by Seller, with substantial experience in the engineering, procurement, and construction of power plants of the same type as the PV System and battery energy storage facilities of the same type as the BESS.

“**EPS Compliance**” or “**EPS Compliant**” when used with respect to the Facility or any other facility providing Replacement Energy at any time, means that the Facility or facility, as applicable, satisfies both the PUC Performance Standard and the CEC Performance Standard in effect at the time; *provided*, if it is impossible for the Facility or facility, as applicable, to satisfy both the PUC Performance Standard and the CEC Performance Standard in effect at any time, the Facility or facility, as applicable, shall be deemed EPS Compliant if it satisfies the CEC Performance Standard in effect at the time and those portions of the PUC Performance Standard in effect at the time that it is possible for the Facility or facility, as applicable, to satisfy while at the same time satisfying the CEC Performance Standard in effect at the time.

“**EPS Law**” means Sections 8340 and 8341 of the California Public Utilities Code or its successor or comparable state or federal programs.

“**Escrow Account**” has the meaning set forth in the definition of “*Acceptable Form of Performance Assurance*”.

“**Excess Compliance Cost**” has the meaning set forth in Section 7.7(b).

“**Excess Energy**” means, in any Contract Year, PV Delivered Energy in excess of one hundred and ten percent (110%), and up to one hundred and twenty percent (120%), of the Annual Contract Quantity for such Contract Year, which deliveries shall be verified in invoices provided by Seller as set forth in Section 11.3(a).

“**Excess Energy > 120%**” means, in any Contract Year, PV Delivered Energy in excess of one hundred and twenty percent (120%) of the Annual Contract Quantity for such Contract Year, which deliveries shall be verified in invoices provided by Seller as set forth in Section 11.3(a).

“Excused Conditions” means; (a) any period during which Seller is unable to generate or deliver energy to the Point of Delivery to the extent caused by (i) an event of Force Majeure or (ii) System Emergency, (b) any Curtailment Period; (c) any Permitted Scheduled Outage Period; and (d) any curtailment of the Facility arising out of or resulting from the manner in which Buyer bids, offers, or schedules the Facility, the PV System Energy or any Products, or in which Buyer fails to do so, including any non-compliance with the Operating Restrictions.

“Expected Commercial Operation Date” means September 19, 2023.

“Facility” means the co-located PV System and BESS to be located on the Site, including the structures, facilities, equipment, fixtures, appurtenances, improvements and associated real and personal property, physical and intangible property, and other rights and interests as further described in Appendix B-1 and depicted on Appendix B-2, including all property interests and related transmission and other facilities.

“Facility Debt” means any senior or subordinated construction, interim or long-term debt financing (including any backleverage or working capital debt) or refinancing for or in connection with the development, construction, purchase, ownership, installation or operation of the Facility, including (a) any financing or refinancing provided to Seller or any Upstream Equity Owner with respect to the Facility (including as part of a portfolio with other energy generation projects) and (b) any interest rate protection agreements hedging any of the foregoing debt obligations.

“Facility Lender” means (a) any financing party providing any Facility Debt or any trustee or agent acting on behalf of any such financing party or parties and (b) any Tax Equity Investor providing any equity financing or refinancing for or in connection with the development, construction, purchase, ownership, installation or operation of the Facility, including in connection with any Tax Equity Financing or Sale Leaseback Financing or refinancing.

“Fair and Reasonable” has the meaning set forth in the definition of **“Special Purpose Entity”**.

“FERC” means the Federal Energy Regulatory Commission.

“Final Stub Year” means the period beginning on the first day of January following the nineteenth (19th) full calendar year referenced in clause (ii) of the definition of “Contract Year” and ending at 24:00 hours on the date that, together with the number of days in the Initial Stub Year, would be equal to three hundred sixty-five (365) days.

“Force Majeure” has the meaning set forth in Section 14.6(b).

“Force Majeure Notice” has the meaning set forth in Section 14.6(a).

“Forced Outage” means the removal of service availability of the Facility, or any portion of the Facility, for emergency reasons or conditions in which the Facility, or any portion thereof, is unavailable due to unanticipated failure, including as a result of Force Majeure.

“Full Capacity Deliverability Status” or **“FCDS”** has the meaning set forth in the CAISO Tariff.

“**Gains**” has the meaning set forth in Section 13.4(f)(i).

“**Generator Interconnection Agreement**” means the agreement and associated documents (or any successor agreement and associated documentation approved by FERC) by and among Seller, Southern California Edison, and the CAISO governing the terms and conditions of Seller’s interconnection with the CAISO grid, including any description of the plan for interconnecting to the CAISO grid.

“**Governmental Authority**” means any federal, state, regional, city or local government, any intergovernmental association or political subdivision thereof, or other governmental, regulatory or administrative agency, court, commission, administration, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority with jurisdiction over the Parties, the Facility, or this Agreement, or any Person acting as a delegate or agent of any Governmental Authority; *provided* that “Governmental Authority” specifically excludes Buyer and the Participating Members.

“**Green Value**” consists of the market value of (a) avoided greenhouse gas emissions and/or credits associated with RPS Compliant energy, and (b) all other Environmental Attributes and avoided emissions related attributes and benefits that would otherwise have been realized had Seller generated the PV Delivered Energy for the applicable Contract Year, and shall be calculated as an amount equal to the time weighted average of the prices of greenhouse gases and other Environmental Attributes (as published in commercial indices related to California energy markets) that would have been realized for each MWh of the Shortfall Energy; *provided*, that if for any Contract Year there does not exist a liquid trading market that is mutually agreeable to the Parties to determine such Green Value, the Green Value will be equal to the replacement cost for the attributes described in clauses (a) and (b) above, expressed in \$/MWh, as of the final day of the Contract Year in which the applicable Shortfall Energy accrues.

“**Guaranteed Commercial Operation Date**” means December 20, 2023, as may be extended pursuant to Section 3.5(b)(i).

“**Guaranteed Delivered Energy**” means, with respect to each Measurement Period, eighty-five (85%) of the Annual Contract Quantity for such Measurement Period as specified on Appendix C.

“**Guaranteed Dischargeable Energy**” has the meaning set forth on Appendix K-1.

“**IEEE**” means the Institute of Electrical and Electronics Engineers.

“**Indemnitees**” has the meaning set forth in Section 14.19(a).

“**Independent Engineer**” means (a) DNV, RRC, REVAMP or Leidos, or (b) if none of the firms identified in clause (a) are selected by Seller, then a Person mutually acceptable to both Parties.

“**Initial Stub Year**” means the period beginning on the Commercial Operation Date and ending at 24:00 hours on December 31 in the year during which the Commercial Operation Date occurs.

“Insurance” means the policies of insurance as set forth on Appendix F.

“Interconnection Delay” means the Participating TO’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades (each, as defined in the Generator Interconnection Agreement) are not complete such that the Facility can interconnect at the Point of Interconnection by April 15, 2023, except to the extent such delay is caused by any acts or omissions of Seller or any Affiliate of Seller.

“Interest Rate” has the meaning set forth in Section 11.4.

“ISA” means the Instrument Society of America.

“Key Milestone” means a Milestone for which liquidated damages are provided in Appendix I.

“kW” means kilowatt in alternating current, or AC.

“kWh” means kilowatt-hours.

“Land Lease” means an agreement to be entered into for Seller to use real estate as described in Appendix M.

“Legal Opinion” means an executed original of a written legal opinion of counsel for Seller, or other counsel reasonably acceptable to Buyer, addressed to Buyer and dated as of the Effective Date, covering the opinions set forth on Appendix S.

“Lessor” means any lessor of real property for the Facility pursuant to a Site Control Document.

“Licensed Professional Engineer” means an independent, professional engineer reasonably acceptable to Buyer, licensed in the State of California, and otherwise qualified to perform the work required hereunder.

“Lien” means any mortgage, deed of trust, lien, security interest, retention of title or lease for security purposes, pledge, charge, encumbrance, equity, attachment, claim, easement, right of way, covenant, condition or restriction, leasehold interest, purchase right or other right of any kind, including any option, of any other Person in or with respect to any real or personal property.

“Local Capacity Requirement Attributes” means the benefits or attributes now or existing in the future based on the procurement obligations of Buyer with respect to local resource capacity requirements as prescribed by the PUC, the CAISO or other regional entity, and that are associated with the electric generating capability of the Facility.

“Locational Marginal Price” or **“LMP”** has the meaning set forth on Appendix C of the CAISO Tariff.

“Losses” has the meaning set forth in Section 13.4(f)(ii).

“Major Maintenance Blockout” has the meaning set forth in Section 4.4(b).

“Market Price Index” means the weighted average of the Integrated Forward Market hourly price for all the Reference Hours in the Measurement Period, as published by the CAISO, for the SP-15 Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) weighted by hourly and monthly volumes in the forecast most recently delivered by Seller pursuant to Section 7.3(c); *provided*, that in the event there are no longer market prices for SP-15 Existing Zone Generation Trading Hub, the Parties will mutually agree to a replacement market price index that most closely reflects the geographic location of the SP-15 Existing Zone Generation Trading Hub at the Effective Date; and, *provided*, further, that if a market price index for solar energy that would more accurately track the price of the PV Delivered Energy is created, the Parties may mutually agree to adapt such index price as the “Market Price Index” at such time.

“Maximum Delivery Rate” means the maximum hourly rate of delivery of PV Delivered Energy in MWh, which shall be sixty-five (65) MW per hour.

“Measurement Period” means each rolling two (2) Contract Year period, beginning with the first full Contract Year occurring after the Commercial Operation Date.

“Milestone” has the meaning set forth in Section 3.5(a).

“Milestone Date” has the meaning set forth in Section 3.5(a).

“Minimum Dischargeable Energy Performance Guarantee” has the meaning set forth on Appendix K-1.

“Minimum Round Trip Efficiency Performance Guarantee” has the meaning set forth on Appendix K-1.

“Month” means a calendar month commencing at 12:01 a.m. Pacific Prevailing Time on the first day of such month and ending at 12:00 p.m. Pacific Prevailing Time on the last day of such month.

“Monthly BESS Availability” has the meaning set forth on Appendix K-1.

“Monthly BESS Availability Guarantee” has the meaning set forth in Section 9.6(a).

“Moody’s” means Moody’s Investor Services, Inc.

“MW” means megawatt in alternating current, or AC.

“MWh” means megawatt-hours.

“NERC” means the North American Electric Reliability Corporation.

“New Resource Implementation Process” or **“NRIP”** means the process and requirements for new resource implementation, as amended from time to time, as set forth in the CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 13.4(a).

“Notifying Party” has the meaning set forth in Section 14.3(a).

“O&M Agreement” means the agreement for the provision of operation and maintenance services for the Facility entered into or to be entered into by and between Seller and a Qualified Operator.

“OFAC” means the U.S. Department of Treasury’s Office of Foreign Assets Control.

“Operating Restrictions” means the restrictions set forth on Appendix Q.

“OSHA” means the Occupational Safety and Health Administration of the United States Department of Labor.

“Outside Commercial Operation Date” means September 19, 2024, which date may not be extended for any reason.

“Pacific Prevailing Time” means the local time in the State of California.

“Participating Members” means the City of Vernon and the City of Cerritos.

“Party” or **“Parties”** has the meaning set forth in the preamble of this Agreement.

“Performance Security” means the Project Development Security or Delivery Term Security for the Facility, together or individually, as applicable.

“Period Hours” has the meaning set forth on Appendix K-1.

“Permits” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, certifications, self-certifications, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described that are required to be filed, submitted, obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the Facility, the production, sale and delivery of Products from the Facility, including Energy, Capacity Rights and Environmental Attributes, or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements), including CEQA Determinations and the Permits described in Appendix B-1.

“Permitted Encumbrances” means (a) the Lien in favor of the Facility Lender, (b) any Lien approved by Buyer in a writing separate from this Agreement that expressly identifies the Lien as a Permitted Encumbrance, (c) Liens for Taxes not yet due or for Taxes being contested in good faith by appropriate proceedings, so long as such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on the use of the Facility or any part thereof, *provided* that such proceedings end by the expiration of the Agreement Term, (d) suppliers’, vendors’, mechanics’, workman’s, repairman’s, employees’ or other like Liens arising in the ordinary course of business for work or service performed or materials furnished in connection with the Facility for amounts

the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings so long as such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on use of the Facility or any part thereof, and (e) easements, rights-of-way, reservations, restrictions, defects in title, encroachments and other similar non-monetary encumbrances that have been identified to Buyer in writing prior to the Commercial Operation Date and that do not interfere with or impair the operation of the Facility or performance of Seller's obligations as contemplated by this Agreement.

"Permitted Scheduled Outage Period" means eighty-eight (88) hours per Contract Year in which Seller performs Scheduled Outages meeting the requirements of Section 4.4, beginning in the first full Contract Year of the Delivery Term.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.

"Pnode Price" means the Locational Marginal Price of the Facility's Pnode at the Point of Delivery, as determined by CAISO, which, for the avoidance of doubt, shall not include the value of any Environmental Attributes or Capacity Rights, if any.

"Point of Delivery" means the COLWATER_2_LN001 CAISO PNODE at the Kramer Substation in San Bernardino County, California, or such other substantially similar point agreed to by the Parties prior to the Commercial Operation Date.

"Point of Interconnection" means Seller's 220kV bus of the Kramer Substation in San Bernardino County, California.

"Present Value Rate" means, at any date, the sum of 0.50% plus the yield reported on page "USD" of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally-recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that most nearly matches the Remaining Term at that date.

"Products" means any and all Delivered Energy, Capacity Rights, Environmental Attributes, and ancillary products, services or attributes similar to the foregoing that are or can be produced by, or are associated with, the Facility, whether now attainable or established in the future, including delivered energy, renewable attributes, and renewable energy credits. The REC Products shall meet the standard of "Portfolio Content Category 1" as defined by RPS Law.

"Project Development Security" has the meaning set forth in Section 5.7(a).

"Prudent Utility Practices" means those practices, methods, and acts, that are commonly used by a significant portion of the solar-power generation industry and the battery energy storage industry, (including, if applicable, the co-located solar power generation and battery storage industry), in each case, in prudent engineering and operations to design, construct, and operate and maintain electric equipment (including solar-powered facilities and battery energy storage facilities) lawfully and with safety, dependability, reliability, efficiency, and economy, including any applicable practices, methods, acts, guidelines, standards and criteria of the CAISO, FERC,

NERC, WECC, as each may be amended from time to time, and all applicable Requirements of Law. Prudent Utility Practices are not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include a range of acceptable practices, methods, and acts generally accepted in the industry.

“Public Utilities Code” means the Public Utilities Code of the State of California, as may be amended from time to time.

“PUC” means the California Public Utilities Commission and any successor thereto.

“PUC Performance Standard” means, at any time, the greenhouse gas emission performance standard in effect at such time for electric generation facilities owned or operated (or both) by load-serving entities and not local publicly-owned electric utilities, or for which a load-serving entity and not a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from such facilities, as established by the PUC or other Governmental Authority under the EPS Law.

“PV Contract Capacity” means sixty-five (65) MWac, as measured by the sum of inverter nameplate capacity.

“PV Delivered Energy” means PV System Energy (net of all auxiliary loads, station electrical uses and electrical losses from the PV System to the Point of Delivery), as measured in MWh by the PV Energy Meter in compliance with CAISO metering rules.

“PV Energy Meter” means CAISO-approved and CAISO-polled Electric Metering Device located at the PV System dedicated solely to the PV System as depicted on Appendix O.

“PV System” means the solar photovoltaic electric generating facility to be developed, constructed, owned and operated by Seller (as further described on Appendix B-1).

“PV System Energy” means Energy generated by the PV System.

“QRE” has the meaning set forth in Section 8.4.

“Qualified Buyer Assignee” means any (a) Participating Member or (b) any other non-participating member of Buyer that, in each case, (i) executes a written assumption agreement in favor of Seller pursuant to which such Person assumes all of the obligations of Buyer under this Agreement and the Ancillary Documents and (ii) is rated (A) “Baa2” or higher by Moody’s and “BBB” or higher by S&P, if such Person is rated by both Moody’s and S&P, (B) “Baa2” or higher by Moody’s or “BBB” or higher by S&P if such Person is rated by either S&P or Moody’s, or (C) equivalent ratings by any other credit rating agency of recognized national standing.

“Qualified Issuer” means a Person (a) acceptable to Buyer or (b) that maintains a United States domestic branch, and a current long-term credit rating (corporate or long-term senior unsecured debt) of (1) “A2” or higher by Moody’s and “A” or higher by S&P, if such Person is rated by both Moody’s and S&P or (2) “A2” or higher by Moody’s, or “A” or higher by S&P if such Person is rated by either S&P or Moody’s.

“Qualified Operator” means Clearway Renewable Operation & Maintenance LLC, a limited liability company organized and existing under the laws of the State of California, or (a) with respect to the PV System portion of the Facility, a Person reasonably acceptable to Buyer that has at least three (3) years of operating experience with photovoltaic solar powered generation facilities that are in excess of sixty-five (65) MW in capacity and (b) with respect to the BESS, a Person reasonably acceptable to Buyer that has operating experience with battery energy storage systems that are comparable in size, configuration and capabilities to the BESS, including being connected to, or feeding Energy to, a high voltage transmission level.

“Qualified Transferee” means a Person that (a) maintains, or whose direct or indirect parent maintains, a current long-term credit rating (corporate or long-term senior unsecured debt) of (i) “A2” or higher by Moody’s and “A” or higher by S&P, if such Person is rated by both Moody’s and S&P or (ii) “Aa2” or higher by Moody’s, or “AA” or higher by S&P if such Person is rated by either S&P or Moody’s, or (iii) equivalent ratings by any other credit rating agency of recognized national standing, (b) has a tangible net worth of at least One Hundred and Fifty Million Dollars (\$150,000,000.00), or (c) is reasonably acceptable to Buyer, and in each case (d) (i) executes a written assumption agreement in favor of Buyer pursuant to which any such Qualified Transferee shall assume all the obligations of Seller under this Agreement (except in each case where Seller remains a Party to this Agreement); (ii) retains or causes the subsequent owner to retain a Qualified Operator to operate the Facility and has four (4) years of experience owning, leasing, or managing electrical generation through renewable resources with at least two (2) projects of fifty (50) MW or higher and (iii) is not at the time of transfer in a litigation, arbitration or other formal dispute resolution proceeding against Buyer or a Participating Member.

“Quality Assurance Program” or **“Q/A Program”** has the meaning set forth in Section 5.5.

“Real-Time LMP” means the LMP for the Real-Time Market for the applicable Settlement Interval.

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“REC” or **“Renewable Energy Credit”** means a certificate of proof associated with the generation of electricity from an eligible renewable energy resource, which certificate is issued through the accounting system established, used or approved by the CEC pursuant to the RPS Law, evidencing that a stated quantity of energy (of at least one (1) MWh and in whole units only) was generated and delivered from such eligible renewable energy resource. Such certificate is a tradable environmental commodity (also known as a “green tag” or “renewable energy certificate”) for which the owner of the REC can evidence that it has purchased Energy that is CEC Certified.

“Recapture Period” means the period from the date that the Facility is placed in service for U.S. federal income tax purposes until the date that is five (5) full years from the date that the Facility is placed in service for U.S. federal income tax purposes.

“Recipient Party” has the meaning set forth in Section 14.3(a).

“Reference Hour” means any hour from hour-ending 0700 to hour-ending 2200 (i.e., 7:00 a.m. to 9:59 p.m.) on Monday through Sunday, Pacific Prevailing Time, excluding NERC holidays.

“Remaining Term” means, at any date, the remaining portion of the Delivery Term at that date without regard to any early termination of this Agreement.

“Remedial Action Plan” has the meaning set forth in Section 3.5(a).

“Replacement Capacity Rights” means Capacity Rights, if any, equivalent to those that would have been provided by the Facility during the Contract Year for which the Replacement Product is being provided.

“Replacement Energy” means Energy that is produced by a facility (or facilities) other than the Facility that, at the time delivered to Buyer, (a) is both RPS Compliant and, if applicable, EPS Compliant, and (b) qualifies under California Public Utilities Code Section 399.16(b)(1).

“Replacement Price” has the meaning set forth in Section 7.7(c).

“Replacement Product” means (a) Replacement Energy, and (b) Replacement Capacity Rights.

“Requirement of Law” means any federal, state, local or other law (including Anti-Corruption Laws, Anti-Terrorism Laws, Economic Sanctions Laws and any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements.

“Requirements” means, collectively, (a) any standards or requirements of ASTM, ASME, EPA, IEEE, ISA, National Electrical Code, National Electric Safety Code, OSHA, Cal-OSHA, Uniform Building Code, or Uniform Plumbing Code applicable to the design or construction of the Facility, (b) any applicable local county fire department standards or codes, (c) Prudent Utility Practices, (d) all applicable Requirements of Law, including the UCC, (e) Seller’s Quality Assurance Program, and (f) all other requirements of this Agreement.

“Resource Adequacy Attributes” means the benefits or attributes, if any, now or existing in the future based on the procurement obligations of Buyer with respect to Resource Adequacy as prescribed by the PUC, the CAISO or any other regional entity, and that are associated with the electric generating capability of the Facility. Buyer will be entitled to all Resource Adequacy Attributes from the Facility. Resource Adequacy estimates will be calculated using the PUC methodology for calculating qualifying capacity for co-located resources.

“RFP” has the meaning set forth in the recitals to this Agreement.

“Round Trip Efficiency” or **“RTE”** has the meaning set forth on Appendix K-1.

“Round Trip Efficiency Adjustment Factor” has the meaning set forth on Appendix K-2.

“Round Trip Efficiency Performance Guarantee” has the meaning set forth in Section 9.6(a).

“RPS Compliance” or **“RPS Compliant”** means, when used with respect to the PV System or any other facility at any time, that all Energy generated by such facility at all times shall, together with all of the associated Environmental Attributes, qualify as a “portfolio content category 1” eligible renewable resource, or equivalent if the RPS Law is changed, under the RPS Law and meet the requirements of Public Utilities Code Section 399.16(b)(1).

“RPS Compliance Period” means each “Compliance Period” as defined in the RPS Law.

“RPS Law” means the California Renewable Energy Resources Act, including the California Renewables Portfolio Standards Program, Article 16 of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, California Public Resources Code § 25740 through 25751, Division 25.5 of California Health and Safety Code (commencing with Section 38580) and any related regulations or guidebooks promulgated by the CEC or, as applicable, the California Air Resources Board, and as all of the foregoing may be promulgated and implemented from time to time, and any replacement laws or regulations.

“S&P” means Standard & Poor’s Financial Services LLC.

“Sale Leaseback Financing” means a sale leaseback whereby the Facility or the Site (which for purposes of this definition shall exclude any easements associated with the transmission line) is sold by Seller to one or more investors (each, a **“Sale Leaseback Lessor”**) and leased back by Seller and Seller retains a right of quiet enjoyment over the Site (or the Facility, as applicable) during the lease term as long as Seller pays Sale Leaseback Lessor thereof rent and meets its other obligations under the lease; *provided* that a Sale Leaseback Financing shall comply with the provisions of Section 12.5(d).

“Sale Leaseback Lessor” has the meaning set forth in the definition of **“Sale Leaseback Financing”**.

“SCADA” means the supervisory control and data acquisition system for the Facility.

“Schedule” or **“Scheduling”** means the actions of Seller and Buyer, their Authorized Representatives, and the Transmission Providers, if applicable, of notifying, requesting and confirming to the CAISO the amounts of Delivered Energy and Replacement Product expected to be delivered (from the PV System or the BESS) consistent with the Scheduling interval at the Point of Delivery on any given date following the Commercial Operation Date and during the Delivery Term, all in the manner contemplated by the CAISO Tariff.

“Scheduled Outage” means any outage with respect to the Facility other than a Forced Outage.

“Scheduled Outage Projection” has the meaning set forth in Section 4.4(b).

“Scheduling Coordinator” has the meaning set forth in the CAISO Tariff.

“Scheduling Procedures” has the meaning set forth in Section 7.3(g).

“Seller” has the meaning set forth in the preamble of this Agreement.

“Seller’s Ultimate Parent” means, (a) as of the Effective Date, Clearway Energy Group LLC, (b) as of the effective date of any YieldCo Transfer, each of Clearway Energy Group LLC, Clearway Energy, Inc., or Hannon Armstrong Sustainable Infrastructure, and (c) from and after any other Change in Control where Seller’s Ultimate Parent entity changes, the entity set forth in Schedule 12.2(h) as Seller’s Ultimate Parent.

“Settlement Interval” has the meaning set forth in the CAISO Tariff.

“Shortfall Damages” has the meaning set forth in Section 9.3.

“Shortfall Energy” has the meaning set forth in Section 9.1.

“Shortfall Makeup Period” means the Contract Year following the end of the Measurement Period during which Shortfall Energy accrues.

“Site” means the real property (including all fixtures and appurtenances thereto) and related physical and intangible property generally identified in Appendix B-2 as owned or leased by Seller where the Facility is located or will be located, and including any easements, rights-of-way or contractual rights held or to be held by Seller for transmission lines or roadways servicing such Site or the Facility located (or to be located) thereon.

“Site Control” means that the Site Control Documents have been executed by Seller and each counterparty thereto and are in full force and effect and such Site Control Documents are sufficient, in Seller’s reasonable discretion, to permit Seller to fulfill all of its then-current obligations under this Agreement.

“Site Control Documents” means the real property leases and easements for the Site that together establish Site Control, including (a) each Land Lease, and (b) the documents listed on Appendix M.

“Special Purpose Entity” means a limited liability company which at all times on and after the Effective Date meets the following conditions:

(a) shall not (i) (A) engage in any consolidation or merger with or into any other business entity, (B) acquire by purchase or otherwise all or substantially all of the business or assets of or beneficial interest in any other entity, or (C) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of its properties or assets, except in each such case to the extent permitted herein; (ii) modify, amend or waive any provisions of its organizational documents in a manner inconsistent with its status as a Special Purpose Entity;

(b) notwithstanding its omnibus powers was organized solely for the purpose of acquiring, developing, owning, holding, selling, financing, leasing, transferring, exchanging, managing and operating the Facility, entering into offtake agreements such as this Agreement with

Buyer, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(c) has not been, is not, and will not be engaged in any business unrelated to the acquisition, development, construction, ownership, management or operation of the Facility or a larger project of which the Facility is a component part;

(d) other than excess real property rights, has not had, and does not have and will not have, any assets other than those related to the Facility or to any larger project of which the Facility is a component part;

(e) has held itself out as and will hold itself out to the public as a legal entity separate and distinct from any other entity and has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(f) has maintained and will maintain its accounts, organizational books and records, resolutions and agreements separate from any other Person and has filed and will file its own tax returns (except to the extent treated as a “disregarded entity” for tax purposes and not required to file tax returns under applicable law);

(g) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(h) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its members or Affiliates, except (i) on terms that are intrinsically fair, commercially reasonable or no less favorable to it than would be obtained in a comparable arm’s length transaction with an unrelated third party (“**Fair and Reasonable**”); (ii) in connection with the development or construction of the Facility; or (iii) as otherwise set forth and permitted in this Agreement;

(i) does not and will not have any obligation to indemnify, and has not indemnified and will not indemnify any Person other than (i) its officers, managers, or members, as the case may be in connection with activities related to the performance of this Agreement, or (ii) entities requiring indemnification in the normal course of business in connection with the development, construction, ownership, and operation of the Facility;

(j) has considered and shall consider the interests of its creditors, if any, in connection with all limited liability company actions, if at any time it perceives that it is not or believes that it may not be (i) solvent or (ii) able to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(k) does not and will not have any of its obligations guaranteed by any Affiliate and does not and will not hold itself out as being responsible for the debt obligations of any other Person, except (i) any parent guarantees that may be issued by an upstream Affiliate for any Facility Debt, hedge for the Facility, Tax Equity Financing or construction and/or supply agreements necessary for the construction of the Facility, or (ii) in accordance with the Generator Interconnection Agreement;

(l) has (i) complied and will comply with the terms and provisions contained in its organizational documents, and (ii) has observed and will observe all customary limited liability company formalities under applicable laws and its organizational documents;

(m) has not and will not commingle its funds or assets with those of any Person and has not participated and will not participate in any joint or connected bank accounts with any other Person;

(n) has held and will hold its assets in its own name and will conduct all business in its own name;

(o) has paid and will pay its own liabilities and expenses, including the salaries of any employees it might have, out of its own funds and assets and will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations, except with respect to expenses paid by the tax equity partnership owning Seller, including asset management, accounting and legal, rent, operation and maintenance fees, property and sales taxes and filing fees;

(p) has not assumed or guaranteed or become obligated for, and will not assume or guarantee or become obligated for, the debts of any other Person (other than an Affiliate of Seller in the interest of the financing of the Facility) and has not held out and will not hold out its credit as being available to satisfy the obligations of any other Person (other than an Affiliate of Seller in the interest of the financing of the Facility), except in accordance with the Generator Interconnection Agreement; *provided, however*, that it may join in any guarantee of the indebtedness of any Affiliate (i) in which all or substantially all of its other Affiliates join as guarantors or co-obligors and, provided further, that such guarantee contains a net worth limitation on the amount of the guaranteed obligations thereunder, a fraudulent transfer savings clause, or other terms as Seller determines to be appropriate to prevent the guarantee from rendering Seller insolvent, or (ii) as otherwise permitted pursuant to this Agreement;

(q) does not have and will not acquire obligations or securities of its members or any Affiliate except as permitted under (h), (k) and (p) of this definition;

(r) now maintains and uses, and will maintain and use, separate invoice bearing its name; such invoices utilized by it or utilized to collect its funds or pay its expenses have borne and shall bear its own name and have not borne and shall not bear the name of any other entity unless such entity is clearly designated as being its agent;

(s) except in connection with the development or construction, or financing of the development or construction of the Facility of any larger project of which the Facility is a component part, has not pledged and will not pledge its assets for the benefit of any other Person, other than Permitted Encumbrances;

(t) is and intends to remain solvent and has paid and intends to continue to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall have or become due, and has maintained, is maintaining and intends to maintain through intercorporate capital allocation by loans and deposits pursuant to a central cash

management system adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; and

(u) will have no indebtedness other than (i) debt, if any, in an amount for construction and permanent operations of the Facility, as applicable, considered in light of the types and amounts of other sources of capital used for the Facility that is within reasonable and prudent market norms given the size, type and commercial attributes of the Facility and poses no material risk to its liquidity or its ability to perform its obligations under this Agreement and (ii) such other indebtedness that are expressly permitted pursuant to this Agreement.

“Startup and Test Energy” means PV Delivered Energy, measured in MWh, generated prior to the Commercial Operation Date for which there are certified RECs, measured in MWh, delivered prior to the Commercial Operation Date.

“Storage Capacity Test” means any test or retest of the BESS to establish the Dischargeable Energy and/or Round Trip Efficiency, conducted in accordance with the testing procedures, requirements and protocols set forth on Appendix K-1 and Appendix K-3.

“Subcontract” means any agreement or contract entered into on or after the Effective Date by Seller and a Person other than Buyer, which Person is providing goods or services to Seller that are related to the performance of Seller’s obligations under this Agreement. Subcontracts specifically include any agreement or contract that is referred to or defined as a “subcontract” in the policies, ordinances, codes or laws with which Seller must comply pursuant to this Agreement, or that is made with a “subcontractor” as such term is used or defined in such policies, ordinances, codes, or laws.

“Subcontractor” means any party to a Subcontract with Seller.

“Supplementary Storage Capacity Test Protocol” has the meaning set forth on Appendix K-3.

“System Emergency” means each of the following: (i) “System Emergency” as set forth in the CAISO Tariff and (ii) a condition or situation that in the judgment of Buyer (a) is imminently likely to endanger life or property; or (b) is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, reliability of, or damage to the Transmission System, Transmission Provider’s interconnection facilities (as defined in the Generator Interconnection Agreement) or the transmission systems of others to which the Transmission System is directly connected.

“Taking” has the meaning set forth in Section 12.3(e).

“Tax” or “Taxes” means each federal, state, county, local and other (a) net income, gross income, gross receipts, sales, use, ad valorem, business or occupation, transfer, franchise, profits, withholding, payroll, employment, excise, property or leasehold tax and (b) customs, duty or other fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amount with respect thereto.

“Tax Equity Financing” means, with respect to Seller or any Upstream Equity Owner,

any transaction or series of transactions (a) resulting in a portion of the membership interests in Seller or Upstream Equity Owner, as applicable, being issued or otherwise provided to another Person (a “**Tax Equity Investor**”) in exchange for capital contributions to Seller or Upstream Equity Owner, as applicable, or the Facility being sold to and leased by Seller from a Tax Equity Investor, in either case for the purpose of raising a portion of the funds needed to finance the construction of the Facility by monetizing the Tax credits, depreciation and other tax benefits associated with the Facility (including without limitation any transaction of the type described in this definition that utilizes a lease or inverted lease structure), or (b) consisting of a Sale Leaseback Financing.

“**Tax Equity Investor**” has the meaning set forth in the definition of “**Tax Equity Financing**”.

“**Termination Notice**” has the meaning set forth in Section 13.4(a).

“**Termination Payment**” means a payment in an amount equal to the Non-Defaulting Party’s (a) Losses, plus (b) Costs, minus (c) Gains; *provided, however*, that if such amount is a negative number, the Termination Payment shall be equal to zero.

“**Third Party Sale Replacement Price**” has the meaning set forth in Section 6.2.

“**Transmission Provider**” means the Person operating the Transmission System to and from the Point of Delivery.

“**Transmission Services**” means the transmission and other services required to transmit Delivered Energy to or from the Point of Delivery.

“**Transmission System**” means the facilities utilized to provide Transmission Services.

“**UNAVAILHRS_m**” has the meaning set forth on Appendix K-1.

“**Unexcused Cause**” has the meaning set forth in Section 14.6(b).

“**UNFCCC**” has the meaning set forth in the definition of “**Environmental Attribute**”.

“**Upstream Equity Owner**” means any upstream equity owner of Seller below Seller’s Ultimate Parent.

“**Variable Energy Resource Forecast**” means the final forecast of the Energy to be produced by the PV System prepared by the CAISO in accordance with the Eligible Intermittent Resources Protocol for use in submitting a Schedule for the output of the PV System in the Real-Time Market, and if such forecast is not available, the final forecast for the Energy in the Day-Ahead Market.

“**WECC**” means the Western Electricity Coordinating Council.

“**Western Interconnection**” means the wide synchronous power grid overseen by the WECC.

“**WREGIS**” means Western Renewable Energy Generation Information System.

“**WREGIS Certificates**” has the meaning set forth in Section 8.4.

“**WREGIS Operating Rules**” means the rules describing the operations of the WREGIS, as published by WREGIS.

“**WREGIS Withhold Amount**” has the meaning set forth in Section 11.2.

“**YieldCo Partnership**” means Daggett 2 TargetCo LLC, in whom one hundred percent (100%) of the equity is owned directly or indirectly, by a combination of Clearway Energy Group LLC, Clearway Energy, Inc., and Hannon Armstrong Sustainable Infrastructure.

“**YieldCo Transfer**” means any transaction or series of transactions in which the direct or indirect interests in Seller are transferred to Clearway Energy, Inc., or a subsidiary of Clearway Energy, Inc., and Hannon Armstrong Sustainable Infrastructure, or a subsidiary of Hannon Armstrong Sustainable Infrastructure, following which (a) a majority of the economic interests in the YieldCo Partnership is held, directly or indirectly, by Clearway Energy Group LLC and Hannon Armstrong Sustainable Infrastructure and (b)(i) Clearway Energy, Inc., retains management control over Seller, directly or indirectly through its capacity as the managing member of the YieldCo Partnership, by contract or otherwise and (ii) Clearway Renewable Operation & Maintenance LLC, or another Qualified Operator has been retained to perform the operation and maintenance of the Facility. For the avoidance of doubt, if at any time clause (a) or (b) is not satisfied, then Seller must comply with all requirements set forth in this Agreement with respect to a Change in Control.

Other terms defined herein have the meanings so given when used in this Agreement with initial-capitalized letters.

Section 1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) time is of the essence;
- (b) the singular number includes the plural number and vice versa;
- (c) reference to any Person includes such Person’s successors and assigns (regardless of whether such Person’s successors and assigns are expressly referenced in the provision) but, in case of a Party hereto, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (d) reference to any gender includes the other;
- (e) reference to any agreement (including this Agreement), document, act, statute, law, instrument, tariff or Requirement means such agreement, document, act, statute, law, instrument, or tariff, or Requirement, as amended, modified, replaced or superseded and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof,

regardless of whether the reference to the agreement, document, act, statute, law, instrument, tariff, or Requirement expressly refers to amendments, modifications, replacements, or successors;

(f) reference to any Article, Section, or Appendix means such Article of this Agreement, Section of this Agreement, or such Appendix to this Agreement, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(g) “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section or other provision hereof or thereof;

(h) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term, regardless of whether words such as “without limitation” are expressly included in the applicable provision;

(i) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) unless otherwise indicated, reference to time shall always refer to Pacific Prevailing Time; and reference to any “day” shall mean a calendar day, unless otherwise indicated; and

(l) the term “or” is not exclusive, regardless of whether “and/or” is used in the applicable provision.

ARTICLE II EFFECTIVE DATE, TERM, AND EARLY TERMINATION

Section 2.1 Effective Date. This Agreement shall be effective as of the Effective Date. No more than five (5) Business Days after the Effective Date, Seller shall deliver (or caused to be delivered) to Buyer (a) copies of all resolutions and other documents evidencing the limited liability actions described in Section 12.2(b), certified by an authorized representative of Seller as being true, correct, and complete, (b) an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller, and (c) the Legal Opinion. No more than ten (10) days after the Effective Date, Seller shall deliver to Buyer the Project Development Security. No more than thirty (30) days after the Effective Date, Seller shall deliver to Buyer, and Buyer shall have received evidence reasonably satisfactory to Buyer that Seller continues to maintain Site Control.

Section 2.2 Term.

(a) **Agreement Term.** The term of this Agreement (the “*Agreement Term*”) shall commence on the Effective Date and end on the last day of the Delivery Term or upon the earlier termination of this Agreement in accordance with the terms hereof.

(b) **Delivery Term.** This Agreement shall have a delivery term (the “**Delivery Term**”) commencing on the Commercial Operation Date and ending at 11:59 p.m. on the date that is twenty (20) years after the Commercial Operation Date, unless sooner terminated in accordance with the terms of this Agreement.

Section 2.3 Survivability. The provisions of Section 2.3, 2.4, 13.4, 14.1 through 14.3, 14.8 through 14.22 and 14.25 shall survive for a period of one (1) year following the termination of this Agreement. The provisions of ARTICLE I shall survive to the extent necessary for the enforcement of other surviving provisions. The provisions of Sections 11.6 and 11.8 shall survive for a period of four (4) years following final payment made by Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. The provisions of Section 5.7, ARTICLE VI, ARTICLE VIII, ARTICLE IX and Sections 11.1 through 11.5 and 11.7 shall continue in effect after termination to the extent necessary to provide for final billing, adjustments, and deliveries (including the provision to Buyer of Replacement Product or Shortfall Damages) related to any period prior to termination of this Agreement.

Section 2.4 Early Termination.

(a) **Early Termination by Mutual Agreement.** This Agreement may be terminated by mutual written agreement of the Parties.

(b) **Early Termination for Default.** This Agreement may be terminated for Default pursuant to Section 13.4.

(c) **Early Termination for Failure to Obtain CEC Certification.** Buyer may, in its sole discretion and without penalty to Buyer, terminate this Agreement, effective upon notice to Seller if Facility is not CEC Certified by the date that is six (6) months after the Commercial Operation Date.

(d) **Early Termination for Force Majeure.** This Agreement may be terminated pursuant to Section 14.6(c).

(e) **Early Termination for Daily Delay Damages.** Buyer may, in its sole discretion and without penalty to Buyer, terminate this Agreement, effective upon notice to Seller, if Seller incurs liability for Daily Delay Damages in an amount equal to, or in excess of, the amount of the Project Development Security.

(f) **Effect of Termination.** Except as otherwise provided herein, any early termination of this Agreement under this Section 2.4 shall be without prejudice to the rights and remedies of a Party for Defaults occurring prior to such termination.

ARTICLE III DEVELOPMENT OF THE FACILITY

Section 3.1 General.

(a) **Project Design.** Seller shall determine the proposed location, design, and configuration of the Facility as it deems appropriate, subject to the Requirements, including the

characteristics and other requirements for the Facility set forth in Appendix B-1, and also subject to any conditions imposed by the lead agency or any responsible agency as part of the CEQA review of the Facility and which Seller deems acceptable.

(b) **Permitting.** Seller, at its expense, shall timely take all steps necessary to obtain all Permits required to construct, maintain, and operate the Facility in accordance with the Requirements and for the performance of Seller's obligations hereunder.

(c) **Meetings with Governmental Authorities.** Seller shall represent the Facility as necessary in all meetings with and proceedings before all Governmental Authorities.

(d) **Construction.** Seller shall use commercially reasonable and diligent efforts to site, develop, finance and construct the Facility. Seller shall develop, operate and maintain the Facility, at its sole risk and expense, and in compliance with the Requirements and applicable manufacturer's and operator's specifications and recommended procedures; *provided, however*, meeting these requirements shall not relieve Seller of its other obligations under this Agreement. Seller shall ensure that the construction of the Facility is governed by a project labor agreement, community workforce agreement, work site agreement, collective bargaining agreement, or any other similar agreements providing for the terms and conditions of employment with the applicable labor organizations.

(e) **Other Information.** In addition to the reports required to be delivered under this Agreement, including Section 3.5 and Section 5.6, Seller shall provide to Buyer such other information regarding the permitting, engineering, construction or operations, of Seller, its Subcontractors or the Facility, as Buyer or Buyer's Authorized Representative may, from time to time, reasonably request. Buyer and Buyer's Authorized Representative shall be permitted to inspect the Facility from time to time upon reasonable notice to Seller and during reasonable business hours subject to Site safety protocols and orientation as set forth in Section 5.2, but Buyer and Buyer's Authorized Representative shall not interfere with the activities at the Facility and be escorted while on the Site by an employee or other representative of Seller. Without limiting Seller's indemnification obligations in Section 14.19(a), the presence of Buyer, its representatives or both on the Site shall be at Buyer's sole expense and risk.

(f) **Certification Regarding Debt.** No less than thirty (30) days before the Construction Start Date, and no more than ninety (90) days after the Commercial Operation Date, Seller shall deliver to Buyer a certificate of Seller's authorized officer, certifying that the amount of debt Seller has incurred, if any, for construction and permanent operations of the Facility, as applicable, considered in light of the types and amounts of other sources of capital used for the Facility, (i) is within reasonable and prudent market norms given the size, type, and commercial attributes of the Facility and (ii) poses no material risk to Seller's liquidity or to Seller's ability to perform its obligations under the Agreement.

Section 3.2 Site Confirmation. Seller represents and warrants that (a) Seller's agents and representatives have visited, inspected and are familiar with the Site and its surface physical condition relevant to the obligations of Seller pursuant to this Agreement, including surface conditions, normal and usual soil conditions, roads, utilities, the presence, if any, of archaeological and cultural artifacts and topography, and solar radiation, air and water quality

conditions, (b) Seller is familiar with all local and other conditions that may be material to Seller's performance of its obligations under this Agreement (including, transportation, seasons and climate, access, weather, the presence, if any, of endangered species, handling and storage of materials and equipment, and availability and quality of labor and utilities), and (c) Seller has determined that the Site constitutes an acceptable and suitable site for the construction and operation of the Facility in accordance herewith. Any failure by Seller to take the actions described in this Section 3.2 shall not relieve Seller from any responsibility for estimating properly the difficulty and cost of successfully constructing, maintaining or operating the Facility in accordance with this Agreement or from proceeding to construct, maintain and operate the Facility successfully without any additional expense to Buyer. The foregoing shall not restrict Seller's right to claim Force Majeure hereunder to the extent the requirements therefor are satisfied.

Section 3.3 Subcontracts.

(a) Seller shall not allow terms in any Subcontract that would interfere with Buyer's rights of access, inspection and audit provided for in this Agreement.

(b) Seller shall deliver to Buyer a schedule of the performance of initial performance tests and other tests required under each Subcontract for Seller to achieve Commercial Operation hereunder, which schedule may be updated by Seller (and provided to Buyer) from time to time as needed based on the progress of the work.

Section 3.4 Certification of Commercial Operation Dates. Not less than ninety (90) days prior to the date upon which Seller expects to achieve all of the conditions precedent to Commercial Operation as specified in Appendix L-2, Seller shall give written notice to Buyer of such expected date of Commercial Operation. Seller shall deliver written completion certifications to Buyer in the form of Appendix L-2; *provided, however*, that (a) Buyer shall not be obligated to accept a Commercial Operation Date that is earlier than the Expected Commercial Operation Date unless Seller has provided Buyer with three (3) months' notice of a proposed earlier Expected Commercial Operation Date and (b) Commercial Operation is not achieved earlier than March 31, 2023. Within ten (10) Business Days after delivery of Seller's initial certification, and thereafter within five (5) Business Days after Seller resubmits a certification, Buyer shall in writing either accept or reject the certification in its reasonable discretion. Any rejection of a certification shall specify in detail the specific substantive deficiencies upon which it is based. Seller shall have the right to contest a rejection of its initial certification by providing information or documentation demonstrating that no such deficiencies exist. Subject to Seller's right to contest a rejection of the initial certification, Seller shall promptly correct any defects or deficiencies identified in a rejection and resubmit the certification within five (5) Business Days. If, during the required time period, Buyer does not either accept or reject any certification, then for all purposes of this Agreement Buyer shall be deemed to have accepted such certification. The Commercial Operation Date shall be the date on which Seller delivered the certification that is accepted or deemed accepted by Buyer as provided in this Section 3.4.

Section 3.5 Milestone Schedule; Delay Damages.

(a) **Milestone Schedule, Reporting and Startup and Test Energy.**

(i) Attached as Appendix I is a milestone schedule with deadlines for the development of the Facility through the Commercial Operation Date (each milestone, a “**Milestone**” and each date by which a Milestone is to be completed, a “**Milestone Date**”). Seller shall achieve each Key Milestone by the Milestone Date therefor and shall use commercially reasonable efforts to achieve each other Milestone by the Milestone Date therefor.

(ii) Until the Commercial Operation Date, Seller shall provide Buyer with a report on a Monthly basis, except that Seller shall provide such report on a quarterly basis until construction of the Facility commences, that includes: (1) a description of the Site plan for the Facility, (2) a description of any planned changes to the Facility or Site plan since the previously delivered report, (3) a bar chart schedule showing progress to achieving the remaining Milestones with respect to the Facility, (4) a chart showing the critical path schedule of major items and activities, (5) a summary of activities at the Facility during the previous Month, (6) a forecast of activities during the then-current Month, (7) a list of any significant developments or delays or other issues that could impact Seller’s achievement of Milestones relating to the Facility by the applicable Milestone Dates, and (8) pictures, in sufficient quantity and of appropriate detail, documenting construction and startup progress with respect to the Facility.

(iii) If Seller anticipates that it will not achieve a Milestone by the applicable Milestone Date (as such date may be extended pursuant to this Section 3.5), Seller shall promptly prepare and deliver to Buyer a remedial action plan (“**Remedial Action Plan**”), which shall set forth (1) the anticipated period of delay, (2) the basis for such delay, (3) an outline of the commercially reasonable steps that Seller is taking to address the delay and to ensure that future Milestones, including the Guaranteed Commercial Operation Date, will be timely achieved, (4) a proposed revised date for achievement of the applicable Milestone and (5) such other information and in such detail as may be reasonably requested by Buyer. Except as set forth in Section 3.5(b), Seller shall not have any liability for failure to timely achieve a Milestone other than the obligation to submit a Remedial Action Plan; *provided, however*, that the foregoing shall not limit Buyer’s right to exercise any right or remedy available under this Agreement or at law or in equity for any other Default occurring concurrently with or before or after Seller’s delay in achievement of the applicable Milestone.

(iv) Beginning no earlier than April 21, 2023, Seller shall have the right to sell and deliver, and Buyer shall purchase and accept from Seller, Startup and Test Energy at the rate for such Energy set forth in Appendix A-1, subject to Seller providing thirty (30) days’ prior written notice to Buyer. Seller shall provide a schedule of its best projection for delivery of Startup and Test Energy with its notice, which schedule shall be subject to Buyer’s reasonable approval in all respects. Buyer may curtail Startup and Test Energy, as a non-compensable curtailment, if necessary in its reasonable judgment, subject to Section 7.4(b). For the avoidance of doubt, Buyer shall have the right, but shall have no obligation hereunder, to purchase Startup and Test Energy at any time before April 21, 2023.

(b) **Delays; Delay Damages.**

(i) Each Milestone Date (other than the Outside Commercial Operation Date) may be extended, on a day-for-day basis to the extent Seller is actually, demonstrably and unavoidably delayed in achieving such Milestone due to Force Majeure or an Interconnection Delay. Notwithstanding anything to the contrary set forth in this Agreement, the Outside Commercial Operation Date shall not be extended for any reason whatsoever, including due to Force Majeure or any Interconnection Delay, and the failure to achieve the Commercial Operation Date by the Outside Commercial Operation Date shall be an immediate Default by Seller, not subject to extension or cure of any kind.

(ii) If Seller fails to achieve any Key Milestone by the applicable Milestone Date (as such Milestone Date may be extended pursuant to Section 3.5(b)(i)), Seller shall pay liquidated damages to Buyer for each day between the Milestone Date and the date upon which such Key Milestone is achieved (or the Agreement is terminated by Buyer) in the applicable daily liquidated damage amount set forth for such Key Milestone in Appendix I (the “**Daily Delay Damages**”). For the avoidance of doubt, if multiple Key Milestones are missed, Seller shall pay Daily Delay Damages for each Key Milestone. If Seller fails to achieve the Construction Start Date by the date that is one hundred eighty (180) days after the Milestone Date for the Construction Start Milestone, Buyer shall have the right in its sole discretion and without penalty to (1) terminate this Agreement for a Default under Section 13.4, or (2) allow Seller to continue to pay the Daily Delay Damages to Buyer, during which time Buyer shall not terminate the Agreement based on Seller’s failure to timely achieve the Construction Start Milestone. Seller shall pay to Buyer Daily Delay Damages within seven (7) days after receipt of an invoice therefor from Buyer. If Seller achieves (A) the Construction Start Milestone before the date that is six (6) months prior to December 20, 2023 and (B) Commercial Operation by the Guaranteed Commercial Operation Date, then Buyer shall refund to Seller any amounts previously paid to Buyer as Daily Delay Damages for failure to achieve the Construction Start Milestone by the Milestone Date therefor net of any costs and expenses incurred, or damages sustained, by Buyer directly as a result of Seller’s failure to achieve the Construction Start Milestone. If Seller fails to achieve the Construction Start Milestone on or before the date that is six (6) months prior to December 20, 2023, Buyer shall be entitled to all Daily Delay Damages accruing as a result of Seller’s failure to achieve the Construction Start Milestone by the Milestone Date therefor even if Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date. If Seller fails to achieve Commercial Operation by the Outside Commercial Operation Date, Buyer shall have the right in its sole discretion and without penalty to terminate this Agreement for a Default under Section 13.4.

(iii) The Parties agree that the damages that Buyer would incur due to Seller’s failure to timely achieve a Key Milestone would be difficult or impossible to predict with certainty, and it is impractical or difficult to assess actual damages in those circumstances, but the Daily Delay Damages are a fair and reasonable calculation of such damages for Seller’s failure to achieve any Key Milestone by the Milestone Date therefor. The payment of Daily Delay Damages as provided in this ARTICLE III are Buyer’s sole remedy for Seller’s failure to timely achieve a Key Milestone, but shall not limit Buyer’s right to (a) exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before, or after Seller’s delay in achieving the applicable Key Milestone by the Milestone Date therefor, or (b)

terminate this Agreement pursuant to Section 13.4, *provided* that the payment of Daily Delay Damages shall be taken into account when determining any damages due Buyer for such termination; *provided further* that in no event shall any damages, including Daily Delay Damages, owed in connection with such termination exceed the limitation of liability provided in Section 14.19(e).

Section 3.6 Decommissioning and Other Costs. Buyer shall not be responsible for any cost of decommissioning or demolition of the Facility or any environmental or other liability associated with the decommissioning or demolition of the Facility without regard to the timing or cause of the decommissioning or demolition.

Section 3.7 CEC Certification. Seller shall provide Buyer with a copy of the CEC pre-certification of the PV System at least thirty (30) days prior to the date on which Startup and Test Energy is first delivered to Buyer. Promptly, but in no event more than ten (10) days following the Commercial Operation Date, Seller shall file with the CEC all materials and documents required to demonstrate that the Facility is entitled to be CEC Certified. Seller shall promptly provide Buyer with copies of all submittals to the CEC and other correspondence between Seller and the CEC. Failure by Seller to comply with the requirements set forth in this Section 3.7 shall constitute a Default by Seller, subject to the cure periods set forth in Section 13.1(b).

ARTICLE IV OPERATION AND MAINTENANCE OF THE FACILITY

Section 4.1 General Operational Requirements. Seller shall, at all times:

(a) At its sole expense, operate and maintain the Facility in accordance with the Requirements and the requirements of applicable manufacturer's and operator's specifications and using commercially reasonable efforts to comply with any published recommendations of the manufacturers and suppliers of the solar panels, battery and other major components of the Facility;

(b) At its sole expense, operate and maintain the Facility using a Qualified Operator in accordance with the Requirements;

(c) Use qualified and trained personnel for managing, operating and maintaining the Facility and for coordinating with Buyer, and ensure that necessary personnel are available on-site or on-call twenty-four (24) hours per day following the Commercial Operation Date and during the Delivery Term (for the avoidance of doubt, in no event will the operation of the Facility or any portion thereof by a third party, nor shall Buyer's approval of any third-party operator, relieve Seller of any of its obligations hereunder);

(d) Operate and maintain the Facility with due regard for the safety, security and reliability of the interconnected facilities and Transmission System; and

(e) Ensure that the instantaneous AC output from the Facility does not exceed the PV Contract Capacity.

Section 4.2 Operation and Maintenance Plan.

(a) **General.** Seller shall (i) devise and implement a plan of inspection, maintenance, and repair for the Facility and the components thereof (including a schedule for such inspections, maintenance and repairs) in order to maintain such equipment in accordance with Prudent Utility Practices, (ii) complete all such inspections, maintenance and repair of the Facility, and the components thereof, on a timely basis according to such plan and (iii) shall keep records with respect to inspections, maintenance, and repairs thereto. The aforementioned plan and all records of such activities shall be available for inspection by Buyer during Seller's regular business hours upon reasonable notice.

(b) **After Commercial Operation.** Following the Commercial Operation Date, Seller shall provide to Buyer, on a quarterly basis, summaries or redacted versions of any regularly prepared operations and maintenance status reports of the Facility provided to WECC or the Facility Lenders.

Section 4.3 Operation and Use of the BESS; Grid Charging.

(a) Seller shall procure, install, configure, operate, and maintain the BESS in a manner consistent with meeting all of the BESS Performance Guarantees described in Section 9.6 of this Agreement and shall otherwise cause the BESS to provide the services contemplated herein, and to operate throughout the Agreement Term, in accordance with the terms and conditions of this Agreement. Buyer or Buyer's agent shall have the exclusive right to schedule or designate the BESS to charge or discharge via the BESS Instructions, subject to the Operating Restrictions. Other than auxiliary/parasitic load, Seller shall not dispatch or operate the BESS other than via the BESS Instructions. Seller shall implement safeguards, notices, and advance warning systems into the BESS to prohibit operation of the BESS outside of the limitations set forth in this Section 4.3.

(b) **Grid Charging.** Seller shall design and construct the BESS as an integrated part of the PV System, and during the Recapture Period, notwithstanding any other provision of this Agreement, the BESS shall be charged exclusively using PV System Energy. After the end of the Recapture Period, in order to optimize the benefits of the Facility, Seller shall make reconfigurations of, or adjustments to, the Facility or interconnection facilities as necessary to allow for grid charging of the BESS at no additional cost and as soon as is reasonably practicable.

Section 4.4 Outages.

(a) Unless otherwise agreed, subject to compliance with Section 4.4(b), Seller shall be permitted to reduce deliveries of Product during any Scheduled Outage. To the extent notice is not already required under the terms hereof, Seller shall notify Buyer as soon as practicable of any extensions to any Scheduled Outage and expected end dates thereof. Between June 1st and September 30th, Seller shall not schedule non-emergency maintenance that reduces the PV System Energy or the BESS Contract Capacity of the BESS, unless (1) (i) such Scheduled Outage complies with the CAISO Tariff and all applicable rules and regulations of CAISO, (ii) is required to avoid damage to the Facility, (iii) such maintenance is necessary to maintain equipment warranties and cannot be scheduled outside the period of June 1st to September 30th, and (iv) such Scheduled Outage is required in accordance with Prudent Utility Practices, or (2) the Parties agree otherwise in writing.

(b) Buyer and Seller shall cooperate to minimize Scheduled Outages during specified periods of time during each calendar year in accordance with Prudent Utility Practices and this Section 4.4 (such periods, the “**Major Maintenance Blockout**”). No later than one hundred twenty (120) days prior to the anticipated Commercial Operation Date and the commencement of each Contract Year thereafter, Buyer shall provide Seller with its specified Major Maintenance Blockout. In the absence of such updated notification, the most recent previous Major Maintenance Blockout notification shall apply. Seller shall attempt to minimize its Scheduled Outages during the Major Maintenance Blockout consistent with Prudent Utility Practices; *provided* that Seller shall be permitted to perform scheduled and unscheduled maintenance on the Facility during Major Maintenance Blockouts during such hours when solar irradiance levels are insufficient to permit the production of Energy, if such maintenance is permitted under the CAISO Tariff and conducted in accordance with all applicable Requirements (including, for avoidance of doubt, the requirements of the Transmission Provider). In addition, no later than sixty (60) days prior to the anticipated Commercial Operation Date, and for each calendar year thereafter, no later than the deadline for providing the CAISO with proposed maintenance outages for the following year as described in the CAISO Tariff, Seller shall provide the CAISO and Buyer with its non-binding written projection of all Scheduled Outages for the succeeding calendar year (the “**Scheduled Outage Projection**”) reflecting a minimized schedule of scheduled maintenance during the Major Maintenance Blockout. In addition, Seller shall cooperate in good faith with maintenance scheduling requests by Buyer consistent with Prudent Utility Practices. The Scheduled Outage Projection shall include information concerning all projected Scheduled Outages during such period, including (A) the anticipated start and end dates of each Scheduled Outage; (B) a description of the maintenance or repair work to be performed during the Scheduled Outage; and (C) the anticipated MW of operational capacity of the PV System, the BESS and the Facility, if any, during the Scheduled Outage. Seller shall use commercially reasonable efforts to notify Buyer of any change in the Scheduled Outage Projection as soon as practicable, but in no event later than sixty (60) days prior to the newly scheduled date for the Scheduled Outage. Seller shall use commercially reasonable efforts to accommodate reasonable requests of Buyer with respect to the timing of Scheduled Outages and shall, to the extent feasible and consistent with Prudent Utility Practices, (x) arrange for Scheduled Outages to occur between October 1 and May 1 of each year (or such other period as reasonably determined by Buyer from time to time) and coincident with planned transmission outages, but not to overlap with the Major Maintenance Blockout and (y) cause not more than fifty percent (50%) of the PV Contract Capacity to be unavailable during any Scheduled Outages. In the event of a System Emergency, Seller shall use commercially reasonable efforts to reschedule any Scheduled Outage previously scheduled so that it occurs during the System Emergency.

(c) Seller shall report all outages, including all Forced Outages and Scheduled Outages, to CAISO in accordance with the CAISO Tariff and all applicable rules and regulations of CAISO. In addition, Seller shall notify Buyer immediately upon identification of a situation likely to result in a Forced Outage occurring within a twenty-four (24) hour period that is likely to cause or require removal of the PV System, the BESS or the Facility from service, or a reduction in the maximum output capability of the PV System, the BESS or the Facility by one (1) MW or more from the value most recently recorded in the Web Outage Management System for the CAISO. For all other Forced Outages, Seller shall provide Buyer with as much advance notice as practicably possible, but in all cases, shall notify Buyer and the CAISO within thirty (30) minutes after the commencement of the Forced Outage. Seller shall provide detailed information concerning each Forced Outage, including (i) the start and anticipated end dates of the Forced

Outage; (ii) a description of the cause of the Forced Outage; (iii) a description of the maintenance or repair work to be performed during the Forced Outage; and (iv) the anticipated MW of operational capacity, if any, during the Forced Outage. Seller shall exercise commercially reasonable efforts to avoid Forced Outages and to limit the duration and extent of any such outages.

(d) In addition to the requirements set forth in Section 4.4(a), Section 4.4(b) and Section 4.4(c), the Parties shall cooperate to develop mutually acceptable procedures for addressing Scheduled Outages and any other outages arising in connection with the Facility.

(e) In the event of any inconsistency between the provisions in this Section 4.4 and any applicable requirements of CAISO, such CAISO requirements shall govern.

ARTICLE V

COMPLIANCE DURING CONSTRUCTION AND OPERATIONS; SECURITY

Section 5.1 In General.

(a) **Facility Covenants.** Seller shall perform, or cause to be performed, all development, engineering, design and construction of the Facility in a good and workmanlike manner and in accordance with the Requirements. Seller shall obtain from the manufacturers of the equipment installed in the PV System and the BESS warranties and performance guarantees of market-standard terms of years and sufficient to allow Seller to meet the performance guarantees set forth in this Agreement. Seller shall not create, incur, assume or permit to exist any Lien other than Permitted Encumbrances on any portion of the Facility or the Site without the prior written approval of Buyer. Seller shall, throughout the Delivery Term, monitor the operation and maintenance of the Facility to ensure that the Facility, and said operation and maintenance, is, and will be, in full compliance with Prudent Utility Practices, other Requirements applicable to the Facility, Seller's Quality Assurance Program, and any other provisions of this Agreement.

(b) **Equipment Suppliers.** Seller shall only engage with Approved Vendors for the solar panels and batteries to be incorporated into the Facility.

Section 5.2 Buyers' Rights to Monitor in General. Buyer shall have the right, and Seller shall permit Buyer and its Authorized Representative, advisors, engineers and consultants, upon reasonable advance notice to observe, inspect, review and monitor all construction, operations and activities of the Facility, including (a) reviewing and monitoring (x) the installation of the equipment, start up and testing, and Commercial Operation of the Facility, and (y) all initial performance tests during Facility start-up and all tests required under the Subcontracts to be performed prior to each Milestone and achievement of Commercial Operation and (b) performing such detailed examinations and inspections as, in the judgment of Buyer, are appropriate and advisable to determine that the Facility equipment and ancillary components of the Facility have been installed in accordance with the Requirements and (c) making notes about and copying all non-confidential or non-proprietary documents, drawing, plans, specifications, permits, test results, and information as Buyer may reasonably request; *provided* that such activities on the part of Buyer and its Authorized Representative shall be coordinated with Seller so as to not interfere with the construction or operation of the Facility. Seller shall endeavor to provide Buyer at least ten (10) Business Days prior notice of the commencement of any

performance tests. Seller shall cause its personnel, consultants, and contractors to be available to, and cooperate in all reasonable respects with, Buyer and its Authorized Representative, advisors, engineers, and consultants at reasonable times and with prior notice for purposes of Buyer's exercise of its rights under this Section 5.2; *provided* that in no event shall Seller be required to reschedule any such tests should Buyer or its representatives not be available on the scheduled date for such tests. Upon any visit to the Site, Buyer and its representatives shall: (i) not interfere with the orderly progression of the work on Site or operation of the Facility; (ii) follow Seller's rules and policies with respect to safety and protection of property and the environment; and (iii) be escorted while on the Site by an employee or other representative of Seller. Without limiting Seller's obligations under Section 14.19, the presence of Buyer, its representatives or both on the Site shall be at Buyer's sole expense and risk. From and after the Commercial Operation Date, except in the event of a System Emergency, Seller shall accommodate Buyer's requests to visit the PV System or the Facility during Seller's regular business hours upon reasonable notice.

Section 5.3 Effect of Review by Buyer. Any review by Buyer or a Buyer's Authorized Representative of the design, construction, engineering, operation or maintenance of the Facility, or observation of any testing, is solely for the information of Buyer. Buyer shall have no obligation to share the results of any such review or observations with Seller, nor shall any such review or the results thereof (whether or not the results are shared with Seller), nor any failure to conduct any such review, nor any observation of testing or failure to observe testing, relieve Seller from any of its obligations under this Agreement. By making any such review or observing any such testing, Buyer makes no representation as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller shall in no way represent to any third party that any such review by Buyer or Buyer's Authorized Representative of the Facility thereof, including any review of the design, construction, operation or maintenance, is a representation by Buyer as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller is solely responsible for the economic and technical feasibility, operational capability and reliability thereof.

Section 5.4 Compliance with Standards.

(a) Seller shall cause the Facility and all parts thereof to be designed, constructed, tested, operated and maintained to meet all of the requirements of this Agreement, all applicable requirements of the latest revision of the ASTM, ASME, EPA, IEEE, IEC, ISA, National Electrical Code, National Electric Safety Code, OSHA, Uniform Building Code, Uniform Plumbing Code, Underwriters Laboratory Standards, National Fire Protection Agency as well as the applicable local County Fire Department Standards of the applicable county, NERC Reliability Standards, as applicable, and other codes and standards and operations and maintenance requirements applicable to the services, equipment, and work as generally shown in this Agreement, as well as all applicable Requirements of Law not specifically mentioned in this Section 5.4, including any presidential executive order, prohibition order, or other guidance by the U.S. government restricting the use of equipment supplied by vendors or manufacturers located in or controlled by foreign adversary countries that might be used to harm the U.S. bulk-power system; *provided* that, for the avoidance of doubt, Seller shall use commercially reasonable efforts, but shall not be obligated, to comply with any non-mandatory recommendations, or voluntary best practices, in any of the foregoing so long as Seller follows Prudent Utility Practices. Seller shall comply with

all reporting requirements for the Facility required under Requirements of Law (including providing such information to Buyer as required thereunder).

(b) Seller shall cause all of its personnel and systems to adhere to any physical and cyber-related security policies, standards, requirements, and procedures applicable to the Facility under Requirements of Law and Prudent Utility Practices, including requirements that may be imposed by FERC, NERC, WECC, the United States Department of Energy, the EPA, or the United States Department of Homeland Security, as well as any applicable cyber-related policies and procedures of Buyer notified to Seller. Seller shall implement and maintain security measures reasonably consistent with the foregoing designed to (i) ensure the security and confidentiality of Buyer's Confidential Information, (ii) prohibit unauthorized access to Buyer's Confidential Information stored on or procured through servers, equipment, or repositories used by Seller or otherwise handled by Seller, (iii) protect against any anticipated threats or hazards to the security and integrity of Buyer's Confidential Information, and (iv) ensure the proper disposal of Buyer's Confidential Information.

Section 5.5 Quality Assurance Program. Seller agrees to maintain and comply with a written quality assurance policy ("***Quality Assurance Program***") attached hereto as Appendix G, and Seller shall cause all work performed on or in connection with the Facility to materially comply with said Quality Assurance Program.

Section 5.6 Reporting and Information. Following the Commercial Operation Date, Seller shall provide to Buyer (a) monthly reports in a form to be agreed upon by Buyer and Seller regarding the performance of the Facility and (b) quarterly reports in a form to be agreed upon by Buyer and Seller regarding the operations and maintenance of the Facility; *provided* that Seller shall be deemed to have satisfied this obligation during any quarter in which Seller provides to Buyer the reports set forth in Section 4.2(b). Seller shall have no obligation to report any information subject to any confidentiality protections imposed by applicable law or a confidential settlement proceeding or agreement.

Section 5.7 Performance Security.

(a) Within ten (10) days after the Effective Date, Seller shall deliver to Buyer an Acceptable Form of Performance Assurance in the aggregate amount of Nine Million Eight Hundred Thousand Dollars (\$9,800,000), which Acceptable Form of Performance Assurance shall secure Seller's obligations under this Agreement prior to the achievement of the Commercial Operation Date (the "***Project Development Security***"). Seller shall maintain the Project Development Security until the Commercial Operation Date, or until Buyer is required to return the Project Development Security under Section 5.7(c).

(b) As a condition to the achievement of the Commercial Operation Date, Seller shall deliver to Buyer an Acceptable Form of Performance Assurance in the aggregate amount of Fourteen Million Seven Hundred Thousand Dollars (\$14,700,000) which Acceptable Form of Performance Assurance shall secure all Seller's obligations under this Agreement from and after the Commercial Operation Date, (the "***Delivery Term Security***"). Seller shall maintain the Delivery Term Security in the required amount until the end of the Delivery Term or until Buyer is required to return the Delivery Term Security to Seller as set forth in Section 5.7(c).

(c) Buyer shall return the unused portion of the (i) Project Development Security, if any, to Seller promptly after: (A) the later of (1) Seller's provision of the Delivery Term Security, unless Seller elects to apply the Project Development Security toward the Delivery Term Security and (2) the payment of all Daily Delay Damages due and owing to Buyer or (B) the effective date of any early termination of the Agreement by Buyer promptly upon payment of all damages due and owing to Buyer, and (ii) Delivery Term Security, if any, to Seller promptly after: (A) the Agreement Term has ended, and (B) all obligations of Seller arising under this Agreement are paid (whether directly or indirectly such as through set-off or netting) or performed in full.

(d) Buyer may draw on the Performance Security (i) at any time following Seller's failure to timely pay Daily Delay Damages when due hereunder in the amount of such Daily Delay Damages or any other liquidated damages provided for hereunder, (ii) upon Seller's failure to pay Buyer the Shortfall Damages prior to the end of the Shortfall Makeup Period as provided in Section 9.3, (iii) upon Seller's failure to make any other payment due to Buyer hereunder in the amount of such unpaid payment, including any Termination Payment or (iv) upon the occurrence and during the continuation of any event of Default to pay all amounts due to Buyer hereunder at such time and all damages, costs, losses, expenses and other liabilities incurred by Buyer or its Indemnitees resulting from such event of Default. Buyer may draw all or any part of such amounts due to Buyer from any form of security provided under this Section 5.7, and in any sequence Buyer may elect, in its sole discretion. Any failure of, or delay by, Buyer in electing to draw any amount from the Performance Security shall in no way prejudice Buyer's rights to subsequently recover such amounts from the Performance Security or in any other manner. Within five (5) Business Days following any draw by Buyer on the Delivery Term Security, Seller shall replenish the amount drawn such that the Delivery Term Security is restored to the applicable amount set forth in Section 5.7(b).

(e) Seller shall notify Buyer of the occurrence of a Downgrade Event within five (5) Business Days after obtaining knowledge of the occurrence of such event. Buyer shall notify Seller if at any time Buyer is directed by a Governmental Authority to terminate any relationship with the issuer of any Performance Security. If at any time there shall occur a Downgrade Event or Seller receives notice of Buyer's termination of its relationship with the issuer of any Performance Security, Seller shall replace such Performance Security within ten (10) Business Days after such Downgrade Event or receipt of such notice. Such replacement security shall meet the requirements of this Section 5.7. If the replacement Performance Security is not provided by Seller, Buyer shall have the right to demand payment of the full amount of the Performance Security, and Buyer shall retain such amount in order to secure Seller's obligations under this Agreement; *provided* that if and to the extent such amount exceeds payment and performance in full of all of Seller's obligations under this Agreement, Buyer shall refund the excess to Seller promptly after all such obligations of Seller under this Agreement have been paid or performed in full.

(f) The Project Development Security shall remain in place from the date it is effective in accordance with clause (a) above until the Commercial Operation Date and the Delivery Term Security shall remain in place continuously for the entire Delivery Term (except, in each case, to the extent drawn upon as provided herein). If any Performance Security is in the form of a letter of credit expiring before the Commercial Operation Date (in the case of Project Development Security) or the end of the Delivery Term (in the case of Delivery Term Security), Seller shall cause

their renewal or extension for additional consecutive terms of three hundred sixty (360) Days or more (or, if shorter, the remainder of the time such Performance Security must remain in place in accordance with the prior sentence) no later than thirty (30) Days prior to each expiration date of such letter(s) of credit and written proof of such renewal shall be provided to Buyer as soon as practicable thereafter, but in no event later than fifteen (15) Days prior to the expiration of the same. If any such letter of credit is not renewed or extended as required herein or does not constitute an Acceptable Form of Performance Assurance, Buyer shall have the right to draw immediately upon the entire amount of such letter of credit and to place the amounts so drawn which shall thereafter be treated by Buyer as Performance Security hereunder, at Seller's cost and with Seller's funds, in an account controlled by Buyer until and unless Seller provides a substitute Acceptable Form of Performance Assurance.

(g) Seller shall, from time to time as requested by Buyer's Authorized Representative, execute, acknowledge, record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary to render fully valid, perfected and enforceable under all Requirements of Law the Performance Security and the rights, Liens and priorities of Buyers with respect to such Performance Security. Notwithstanding the other provisions of this Agreement, but subject to the cap in Section 14.19(e), the Performance Security: (i) constitutes security for, but is not a limitation of, Seller's obligations under this Agreement, and (ii) shall not be Buyers' exclusive remedy against Seller for Seller's failure to perform in accordance with this Agreement.

ARTICLE VI PURCHASE AND SALE OF PRODUCT

Section 6.1 Deliveries; Purchases by Buyer.

(a) Seller shall deliver to Buyer, and Buyer or its designee shall receive from Seller under this Agreement, the Delivered Energy at the Point of Delivery. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall be under no obligation to purchase, receive or pay for any PV System Energy in excess of the Maximum Delivery Rate. Seller shall use commercially reasonable efforts to achieve the Annual Contract Quantity in each Contract Year.

(b) Seller shall sell and deliver, and Buyer shall purchase and accept, all PV Delivered Energy delivered under Section 6.1(a) at the Contract Price.

(c) During each Month, Buyer shall pay the BESS Capacity Payment to Seller.

Section 6.2 Third Party Sales. Except as provided in ARTICLE IX, in no event shall Seller have the right to procure Energy from sources other than the Facility for sale and delivery pursuant to this Agreement. During the Agreement Term and subject to the terms and conditions of this Agreement, all of the Energy from the Facility (and associated Environmental Attributes and Capacity Rights) shall be dedicated to Buyer. Except with the prior written consent of Buyer, Seller shall not sell or otherwise transfer all or any part of the Products required to be delivered by Seller under this ARTICLE VI, ARTICLE VII, ARTICLE VIII or ARTICLE X. An intentional violation of this Section 6.2 shall be an immediate Default, and in

addition to any other rights and remedies available to it under Section 13.2, Seller shall pay Buyer, on the date payment would otherwise be due to Seller, an amount for each MWh of such deficiency equal to the positive difference, if any, obtained by subtracting (A) the price per MWh that would have been payable by Buyer for the Energy had such Energy been delivered to the Point of Delivery as PV Delivered Energy from (B) the sum of (1) the Market Price Index for such Energy and (2) the Green Value associated therewith (the “***Third Party Sale Replacement Price***”). Buyer shall provide Seller prompt written notice of the Third Party Sale Replacement Price, together with back-up documentation (including reasonable documentation as to the foregoing calculation and each component thereof). The remedy set forth in this Section 6.2 is in addition to, and not in lieu of, any other right or remedy of Buyer, under this Agreement or otherwise, for failure of Seller to sell and deliver the Products as and when required by this Agreement.

ARTICLE VII

TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS; COMPLIANCE

Section 7.1 Transmission and Interconnection. Seller shall (a) arrange and be responsible for any Transmission Services required to transmit and deliver Delivered Energy to the Point of Delivery and Replacement Energy to the Point of Delivery or a point of interconnection with the CAISO grid, and (b) arrange and pay for the interconnection of the Facility to the CAISO grid, including all costs, expenses, fees, charges, and other amounts associated therewith. If Replacement Energy is delivered to a point of interconnection other than the Point of Delivery, Seller shall pay Buyer the amount, if any, by which the Real-Time LMP at such point of interconnection is less than the Real-Time LMP at the Point of Delivery.

Section 7.2 Scheduling Coordinator; CAISO Cost Allocation. Buyer or Buyer’s designee shall act as Scheduling Coordinator for the Facility and shall Schedule all Energy from the Facility on a day-ahead and real-time basis in accordance with the Scheduling Procedures, this Agreement, and all CAISO and other applicable requirements. Seller shall cause the Facility to have two separate resource IDs with CAISO for Scheduling purposes (one ID for each of the PV System and the BESS). Buyer shall be financially responsible for all costs, expenses, fees, charges, credits, penalties, sanctions, and other amounts associated with Scheduling the Delivered Energy into the CAISO grid, other than any such costs, expenses, fees, charges, credits, penalties, sanctions, and other amounts incurred by Buyer as a result of Seller’s failure to (a) perform any covenant under this Agreement, including but not limited to the failure to provide required notices for outages of the Facility, or Seller’s failure to comply with any curtailment order or any data request or (b) comply with any CAISO Tariff requirements.

Section 7.3 Forecasting and Scheduling of Energy.

(a) Except upon the occurrence of a curtailment under Section 7.4, Buyer, as the Scheduling Coordinator, shall Schedule all Delivered Energy in accordance with the Scheduling Procedures, Operating Restrictions, the CAISO Tariff, NERC and WECC operating policies and criteria, and any other applicable guidelines, based on either the then-most-current forecast of energy provided under the Variable Energy Resource Forecast, or Seller’s daily forecasts under Section 7.3(c). Seller, at its own cost, shall install metering, telemetry and control equipment so as

to be able to provide Delivered Energy to the Point of Delivery and respond to CAISO, Transmission Provider, or reliability coordinator's dispatch orders.

(b) Seller will take all actions, at its sole cost and expense, required to comply with the Eligible Intermittent Resources Protocol and the New Resource Implementation Process. Whenever applicable, Seller shall comply with EIRP and NRIP and all additional tariffs and protocols issued by the CAISO relating to eligible intermittent resources, non-generator resources, or storage facilities during the Delivery Term.

(c) Seller shall provide, or shall cause its designee to provide, the following non-binding forecasts, and any updates to such forecasts, to the Scheduling Coordinator and Buyer based on the most current forecast of PV Delivered Energy and Replacement Product:

(i) At least one hundred twenty (120) days before the scheduled Commercial Operation Date.

(ii) No later than ten (10) Business Days before the beginning of each Month during the Delivery Term, a non-binding forecast of each day's average hourly deliveries of PV Delivered Energy and Replacement Product for the following Month.

(iii) By 5:30 a.m. Pacific Prevailing Time on the Business Day immediately preceding each day of delivery of PV Delivered Energy and Replacement Product during the Delivery Term, a copy of a non-binding hourly forecast of deliveries of PV Delivered Energy and Replacement Product for each hour of the immediately succeeding day. Any forecast provided on a day prior to any non-Business Day shall include forecasts for the immediate day, each succeeding non-Business Day and the next Business Day. Seller shall, by 10:00 a.m. Pacific Prevailing Time, provide to the Scheduling Coordinator and Buyer a copy of any updates to such forecast indicating a change in forecasted PV Delivered Energy from the then-current forecast.

(iv) Prior to 12:00 p.m. Pacific Prevailing Time of the Business Day immediately preceding each WECC Prescheduling Day (as defined by WECC) for each hour of the Delivery Day (as defined by WECC) in MW or MWh units (as applicable), in the format reasonably acceptable to Buyer, a non-binding preschedule forecast of PV Delivered Energy and Replacement Product via email. The pre-scheduled amounts of PV Delivered Energy and Replacement Product shall be the good faith estimate of Seller or Seller's designee of the anticipated delivery of PV Delivered Energy and Replacement Product at the time. A forecast provided a day prior to any non-Business Day shall include forecasts for the next day, each succeeding non-Business Day and the next Business Day. Seller or Seller's designee shall provide a copy of any and all updates to the forecast of the Facility's availability from the then-current forecast. Except for Forced Outages, Seller shall operate the Facility with the objective that, for each hour scheduled, the actual Facility availability shall be maintained in accordance with the pre-schedule plan submitted by Buyer to Seller in accordance with the Scheduling Procedures.

(d) Seller shall notify the Scheduling Coordinator and Buyer via email, telephone, or other mutually acceptable method, of any hourly changes due to a change in Facility

availability or an outage no later than one hundred five (105) minutes prior to the start of such Scheduling hour, or such other limit as specified in the CAISO Tariff. Seller shall notify the Scheduling Coordinator and Buyer of other unanticipated changes in availability by email or telephone as promptly as reasonably possible. Any notice delivered under this Section 7.3(d) shall include the reason for the outage and an estimated duration of the outage. Once the outage has ended, Seller shall notify Buyer that the outage has ended, the cause of the outage, and the actions taken to resolve the outage in order for the CAISO outage report to be updated accordingly.

(e) Seller shall develop and install all communications systems necessary for the operation of the Facility in accordance with Prudent Utility Practices, including communications systems that provide for (w) the receipt and following of automated dispatch instructions from the CAISO, (x) enabling of automated generation control capability for Ancillary Services, (y) an online-based user interface for Buyer to monitor the BESS status in real time, including the BESS' state of charge and all other relevant operating parameters of the BESS, and (z) data feed between the PV System and the BESS. No later than ninety (90) days prior to the date on which Startup and Test Energy is first received from the Facility, Buyer and Seller shall agree upon a communications protocol with respect to the matters set forth in the foregoing sentence, clauses (i)-(iv) below, and such other matters concerning communications to or from the BESS as Seller and Buyer shall deem appropriate (the "***BESS Communication Protocol***"). Commencing on the first date on which Startup and Test Energy is received from the Facility, and continuing throughout the Delivery Term, Seller shall provide to Buyer the following data on a real-time basis, upon request and in a format that reasonably allows Buyer to copy, paste or otherwise use such data:

(i) Read-only access via secure login credentials for information collected by the SCADA system related to (A) availability of the BESS for Energy that is charged and discharged, and (B) state of charge, grid charging, operating modes, and set points of the BESS;

(ii) Read-only access to meteorological and related solar measurements, megawatt capacity and any other Facility availability information required in accordance with EIRP requirements;

(iii) Read-only access via secure login credentials to Energy output information collected by the SCADA system for the Facility; *provided* that if Buyer is unable to access the Facility's SCADA system, then upon written request from Buyer, Seller shall provide energy output information to Buyer in five (5) minute intervals in a format and on a frequency acceptable to Buyer. Seller shall store such information for up to three (3) months after delivery thereof to Buyer; and

(iv) Read-only access to all Electric Metering Devices (including the PV Energy Meter, the BESS Energy Meter and the Electric Metering Device at the Point of Interconnection).

(f) Seller will provide Buyer (or its designee) with continuously updated non-binding hourly forecasts of deliveries of PV Delivered Energy and Replacement Product for each hour of the succeeding twenty-four (24)-hour period via an internet website accessible via secure

login credentials. Seller shall attempt to optimize the estimates for such time period two (2) hours prior to such forecasts. Seller shall enable such forecasts to be prepared in accordance with mutually agreed upon communications protocols between Seller, Scheduling Coordinator and Buyer as they are implemented or upgraded from time to time in accordance with Prudent Utility Practices.

(g) Seller, the Scheduling Coordinator and Buyer shall mutually develop forecasting and Scheduling procedures in addition to those set forth in this Section 7.3, (“**Scheduling Procedures**”) that allow Buyer to control when it receives PV Delivered Energy and BESS Metered Output from the Facility and that are in compliance with all applicable Requirements and requirements of the Transmission Provider, CAISO, NERC, WECC, and any balancing authority involved in the Scheduling of Energy under this Agreement. Seller and the Scheduling Coordinator shall promptly cooperate with Buyer to make any reasonably necessary and appropriate modifications to the Scheduling Procedures as may be required or requested by Buyer from time to time.

Section 7.4 Curtailment.

(a) Seller shall reduce deliveries of Delivered Energy to the Point of Delivery immediately upon notice from the CAISO, a Transmission Provider, or any balancing authority or reliability entity during Curtailment Periods. Buyer shall be excused from receiving any PV Delivered Energy from Seller and shall not be obligated to pay Seller for the amount of reduced PV Delivered Energy arising during a curtailment under this Section 7.4(a). If required by Buyer, the CAISO, a Transmission Provider, or any balancing authority or reliability entity, Seller shall provide the capability to implement curtailments and adjust ramp rates, megawatt output, and (if applicable) megawatt output in real-time by means of setpoints received from the SCADA system of Seller.

(b) In addition to the curtailments described in Section 7.4(a), Buyer may curtail deliveries of PV Delivered Energy (including for economic reasons, including bid offers into CAISO), at any time and for the duration specified by Buyer. Seller shall comply with such request in accordance with Prudent Utility Practices. Seller shall respond to Buyer curtailment notices (including the end of such curtailment periods) in accordance with Prudent Utility Practices. Buyer shall not unreasonably curtail Startup and Test Energy. Buyer shall pay Seller for any Deemed Generated Energy associated with a circumstance described in subpart (d) of the definition of Excused Conditions or a Compensable Curtailment in an amount equal to the applicable Contract Price; *provided, however*, Seller shall use commercially reasonable efforts to sell PV System Energy (but not the Environmental Attributes or Capacity Rights associated therewith) equaling the amount of such Deemed Generated Energy associated with a Compensable Curtailment to third parties at a positive price to the extent permitted under the CAISO Tariff. To the extent any PV System Energy is sold to a third party under this Section 7.4(b), the obligation to pay the amounts set forth for a curtailment by Buyer under this Section 7.4(b) shall be reduced accordingly by an amount equal to the net proceeds Seller receives from such sales of PV System Energy (after subtracting any Scheduling fees, wheeling charges, and other associated costs, fees, and reasonable expenses incurred in connection with such sales). All Environmental Attributes and Capacity Rights associated with such PV System Energy sold to third parties shall be delivered at no additional cost to Buyer.

(c) “**Deemed Generated Energy**” means the amount of energy, expressed in MWh, that the PV System would have produced and delivered to the Point of Delivery as PV Delivered Energy during any applicable Excused Condition, which amount shall be equal to (i) the amount of MWh that would have been delivered to the Point of Delivery provided for in the Variable Energy Resource Forecast applicable to the applicable Excused Condition period, regardless of whether Seller is participating in the EIRP during this period, less (ii) the amount of PV Delivered Energy delivered to the Point of Delivery during the applicable Excused Condition, if any, or, if there is no Variable Energy Resource Forecast available, (A) an amount of MWh calculated based on an equation that incorporates relevant Facility availability, weather and other pertinent data for the period of time during the applicable Excused Conditions in order to approximate the amount of PV Delivered Energy that would have been delivered, less (B) the amount of PV Delivered Energy delivered to the Point of Delivery during the applicable Excused Conditions, if any; *provided* that, if the applicable difference calculated pursuant to either of the formulas provided above is negative, the Deemed Generated Energy shall be zero (0). The equation in (A) and (B) shall be subject to reasonable review and approval by Buyer, which review shall not be unreasonably delayed.

Section 7.5 [Reserved].

Section 7.6 Title; Risk of Loss. As between the Parties, Seller shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of all Energy prior to and at the Point of Delivery and all Replacement Energy prior to and at the Point of Delivery thereof into the CAISO grid. For the avoidance of doubt, Seller shall not be deemed to be in control (and responsible for any damages or injury caused thereby) of Energy and any Replacement Energy from and after the Point of Delivery. Seller warrants that it will deliver all Energy, Replacement Product, Capacity Rights, and all of the associated Environmental Attributes to Buyer free and clear of all Liens created by any Person other than Buyer. Title to, and risk of loss for, all Energy and all of the associated Products shall pass from Seller to Buyer at the Point of Delivery; *provided* that title to, and risk of loss for, any Replacement Energy specified by Buyer to be delivered to a point or points of delivery other than the Point of Delivery shall pass from Seller to Buyer upon the delivery of such Replacement Energy to such point or points. Title to all of the associated Environmental Attributes and Capacity Rights shall pass from Seller to Buyer upon the creation thereof.

Section 7.7 RPS and EPS Compliance.

(a) Seller warrants and guarantees that from the time it receives notice from the CEC that the PV System is CEC Certified, and at all times thereafter until the expiration or earlier termination of the Agreement, the PV System (including the Energy and the associated Environmental Attributes) shall be RPS Compliant, CEC Compliant (including with regard to the PV System charging of the BESS) and EPS Compliant (“**Compliant**”).

(b) If a Change in Law occurs after the Commercial Operation Date that (i) does not repeal the RPS Law or the EPS Law and (ii) causes the PV System to cease to be Compliant, then Seller shall (A) first, take all commercially reasonable efforts to bring the PV System into Compliance and (B) thereafter, take such actions as may be necessary to cause the PV System to remain Compliant; *provided*, that if, after a commercially reasonable period of time after such

Change in Law, Seller reasonably determines that such efforts, together with any efforts to provide Buyer with any Product that was not in existence as of the Effective Date, are reasonably likely to require Seller to incur costs in excess of the Compliance Expenditure Cap, Seller shall provide Buyer with written notice containing a detailed description of prior compliance actions, the basis for Seller's expectation that required compliance actions will exceed the Compliance Expenditure Cap, Seller's projected overage (the "***Excess Compliance Cost***") and Seller's projected timeline for successfully completing such compliance actions.

(c) During any period in which the PV System is not Compliant, then Buyer shall pay Seller for PV Delivered Energy delivered during the period during which the PV System is not Compliant in an amount equal to eighty percent (80%) of the Pnode Price at the Point of Delivery (the "***Replacement Price***"). In no event shall the Replacement Price be more than the Contract Price. Payment for PV Delivered Energy at the Replacement Price shall continue until the PV System is brought back into Compliance or the Agreement is terminated pursuant to Section 7.7(d).

(d) If at any time after six (6) months of paying the Replacement Price, Buyer determines, in its reasonable discretion, that notwithstanding Seller's commercially reasonable efforts, Seller will be unable to bring the PV System into Compliance, and neither Buyer nor Seller is willing to pay the Excess Compliance Cost, Buyer may elect, at its sole discretion, to terminate this Agreement by written notice to Seller, without liability to either Party, except for such liabilities that accrued prior to the date of termination or that otherwise survive termination in accordance with the terms of this Agreement.

(e) From time to time and at any time requested by Buyer or Buyer's Authorized Representative, Seller will furnish to Buyer, Buyer's Authorized Representative, Governmental Authorities, or other Persons designated by any Buyer, all certificates and other documentation reasonably requested by Buyer or Buyer's Authorized Representative in order to demonstrate that the PV System, the PV System Energy, and the associated Environmental Attributes were or are Compliant.

(f) Seller's Compliance Expenditure Cap shall be reduced by any amounts that have accrued toward Seller's Compliance Expenditure Cap under any provision in this Agreement.

Section 7.8 Change in CAISO Tariff.

(a) If a change in the CAISO Tariff, including any change resulting from or relating to CAISO's Hybrid Resources or Energy Storage and Distributed Energy Resources initiatives, requires any modifications to the Facility (i) to enable Seller to deliver, and Buyer to receive, Delivered Energy to and from the CAISO system, or (ii) to use the BESS and Capacity Rights, then Seller shall be solely responsible for bringing the Facility into compliance with the CAISO Tariff, as modified, in a manner that preserves Buyer's economic benefits with respect to the Facility prior to any such change in the CAISO Tariff; *provided* that nothing in this Section 7.8 shall require Seller to expend funds that exceed the Compliance Expenditure Cap. It shall be a Default hereunder if Seller fails bring the Facility into compliance with such modified CAISO Tariff within ninety (90) days after such change; *provided* that no cure period provided under Section 13.1 shall apply with respect to any such Default after such ninety (90) day period has

expired; *provided further* that, if Seller has reached the Compliance Expenditure Cap and Buyer has failed to approve Excess Compliance Costs, no such Default shall be deemed to have occurred.

(b) If a change in the CAISO Tariff requires any modifications to the Facility to enable the Facility to qualify for any new product in the CAISO, then, at Buyer's election, the Parties shall negotiate in good faith any necessary amendments to this Agreement to enable the Facility to meet the requirements for such new product; *provided*, that while the Parties may agree to amendments providing for cost allocation with respect to any necessary modifications to the Facility, including increased costs to either Buyer or Seller, such amendments will not increase the Contract Price or BESS Capacity Price or otherwise involve additional payment by Buyer for any new CAISO products themselves.

Section 7.9 Change in Market Structure. If a regionalization or other major change to the market structure of the Western Interconnection occurs during the Agreement Term (other than a Change in Law as addressed in Section 7.7 above), then the Parties agree to negotiate such modifications to this Agreement as may be necessary to enable the Parties to continue to perform their respective obligations under this Agreement, while preserving, to the maximum extent possible, the existing benefits, burdens and obligations set forth herein. Such negotiations shall commence promptly following the delivery by one Party to the other Party of a notice requesting negotiations pursuant to this Section 7.9.

ARTICLE VIII ENVIRONMENTAL ATTRIBUTES

Section 8.1 Transfer of Environmental Attributes. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by and between Buyer and Seller to purchase and sell PV Delivered Energy on the terms and conditions set forth herein, Seller shall transfer to Buyer, and Buyer shall receive from Seller, all right, title, and interest in and to all Environmental Attributes, whether now existing or acquired by Seller or that hereafter come into existence or are acquired by Seller during the Agreement Term associated with the PV System Energy and any Replacement Energy. Seller agrees to transfer and make such Environmental Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of the Environmental Attributes. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of such Environmental Attributes to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Environmental Attributes. Buyer and Seller acknowledge and agree that the consideration for the transfer of Environmental Attributes is contained within the Contract Price.

Section 8.2 Reporting of Ownership of Environmental Attributes. During the Agreement Term, Seller shall not report to any Person that the Environmental Attributes granted hereunder to Buyer belong to any Person other than Buyer, and Buyer may report under any program that such Environmental Attributes purchased hereunder belong to it.

Section 8.3 Environmental Attributes. Upon the request of Buyer or Buyer's Authorized Representative, Seller shall take all actions and execute all documents or instruments

necessary under applicable law, regulations, guidebooks promulgated by the CEC or PUC, or bilateral arrangements, as applicable, to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Agreement Term and Seller shall file with the CEC and any other applicable Persons all materials and documents required to demonstrate that the PV System is entitled to be CEC Certified.

Section 8.4 WREGIS. In furtherance and not in limitation of Section 8.3, prior to Seller's first delivery of PV Delivered Energy hereunder, Seller shall register with WREGIS to evidence the transfer of any Environmental Attributes under applicable law or any voluntary program ("***WREGIS Certificates***") associated with PV System Energy or Replacement Product in accordance with WREGIS reporting protocols and WREGIS Operating Rules and shall register the Facility with WREGIS. After the Facility is registered with WREGIS, at the option of Buyer's Authorized Representative, Seller shall transfer WREGIS Certificates using the Forward Certificate Transfer method as described in WREGIS Operating Rules from Seller's WREGIS account to Buyer's WREGIS accounts, as designated by Buyer's Authorized Representative. Seller shall be responsible for WREGIS Certificate issuance fees and WREGIS expenses associated with registering the Facility, maintaining its account, acquiring and arranging for a Qualified Reporting Entity ("***QRE***") and any applicable QRE agreements, and transferring WREGIS Certificates to Buyer, Buyer's Authorized Representative, or any other designees. Buyer shall be responsible for its WREGIS expenses associated with maintaining its own account, or the accounts of its designees, if any, and subsequent transferring or retiring by it of WREGIS Certificates, or Seller's fees for the retirement of WREGIS Certificates on behalf of Buyer. Forward Certificate Transfers shall occur monthly based on the certificate creation timeline established by the WREGIS Operating Rules. Seller shall be responsible for, at its expense, validating and disputing data with WREGIS prior to WREGIS Certificate creation each Month. In addition to the foregoing, Seller shall document the production and transfer of Environmental Attributes under this Agreement to Buyer by delivering to Buyer an attestation in substantially the form attached as Appendix D for the Environmental Attributes associated with PV System Energy or Replacement Product, if any, measured in whole MWh, or by such other method as Buyer shall designate.

Section 8.5 Further Assurances. If WREGIS (or any successor thereto) is not available to evidence the transfer of Environmental Attributes, Seller shall document the production of Environmental Attributes by delivering with each invoice to Buyer an attestation for the Environmental Attributes associated with PV System Energy or included with Replacement Product, if any, for the preceding Month in the form of the attestation set forth as Appendix D. At Buyer's Authorized Representative's request, the Parties shall execute all such documents and instruments and take such other action in order to effect the transfer of the Environmental Attributes specified in this Agreement to Buyer and to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Agreement Term. In the event of the promulgation of a scheme involving Environmental Attributes administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement shall not be recorded, each Party shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to CAMD to effectuate any transfers.

ARTICLE IX
SHORTFALL ENERGY, AVAILABILITY, AND PERFORMANCE GUARANTEE
REQUIREMENTS

Section 9.1 Makeup of Shortfall. Within thirty (30) days after the end of each Contract Year and at the end of each Measurement Period, Seller shall provide Buyer with a calculation of PV Delivered Energy for such Contract Year and Measurement Period. If Seller fails during any Measurement Period to deliver the sum of PV Delivered Energy plus Deemed Generated Energy during such Measurement Period in an amount equal to the Guaranteed Delivered Energy for such Measurement Period, then Seller shall make up the shortfall of PV Delivered Energy (“*Shortfall Energy*”) in accordance with this ARTICLE IX.

Section 9.2 Replacement Product. During the Shortfall Makeup Period, the amount of Shortfall Energy shall first be reduced by the amount of any (a) PV Delivered Energy, including Excess Energy and Excess Energy > 120%, delivered during the applicable Shortfall Makeup Period in excess of the Guaranteed Delivered Energy and (b) Replacement Product delivered by Seller during the Shortfall Makeup Period. Such Replacement Product shall be delivered to the Point of Delivery or such other point of delivery as is mutually agreed upon by the Parties (which point of delivery shall be deemed the “Point of Delivery” for such Replacement Product and the other Scheduling and delivery provisions hereof) and on a delivery schedule mutually agreed to by Seller and Buyer, considering the as-available nature of the Product. Any additional costs or expenses associated with delivery of Replacement Product to a Point of Delivery designated under this Section 9.2 shall be borne by Seller. To the extent Seller is unable to deliver or provide sufficient PV Delivered Energy or Replacement Product in excess of the Guaranteed Delivered Energy to make up the remaining Shortfall Energy, then Seller shall, at the end of the Shortfall Makeup Period, pay Buyer damages in accordance with Section 9.3. Notwithstanding anything herein to the contrary, in the last year of each RPS Compliance Period during the Delivery Term, Seller shall provide written notice to Buyer no later than six (6) months prior to the end of such RPS Compliance Period with Seller’s good faith determination of whether it anticipates being able to make-up any Shortfall Energy amount then-existing during such RPS Compliance Period and to achieve the Guaranteed Delivered Energy (on a pro-rata basis) for such Contract Year. If at such time, Buyer reasonably determines that Seller will be unable to make-up the Shortfall Energy or achieve the Guaranteed Delivered Energy with delivery of PV Delivered Energy or Replacement Product, Buyer may, but shall not be obligated to, purchase Replacement Product to make up and Seller shall reimburse Buyer for its actual costs associated therewith. If at the end of each RPS Compliance Period during the Delivery Term there is any Shortfall Energy at such time, Seller shall pay Buyer damages in accordance with Section 9.3 for the then remaining amount of Shortfall Energy in the last calendar year of such RPS Compliance Period. For the purposes of this Section 9.2, any Deemed Generated Energy in excess of the Guaranteed Delivered Energy shall be counted toward the Shortfall Energy as if it had been delivered as PV Delivered Energy.

Section 9.3 Shortfall Damages. If Seller fails to make up the full amount of any Shortfall Energy (as such may be reduced by Buyer’s purchase, if any, of Replacement Product, by the end of the Shortfall Makeup Period (or the end of the RPS Compliance Period, as the case may be), Seller shall within sixty (60) days after the end of the applicable Shortfall Makeup Period (or the end of the RPS Compliance Period, as the case may be), pay Buyer

damages, which damages shall be an amount, for each MWh of remaining Shortfall Energy, equal to the positive difference, if any, obtained by subtracting (a) the Contract Price that Buyer would have paid for such remaining Shortfall Energy had it been timely delivered, from (b) the sum of (1) the Market Price Index for such remaining Shortfall Energy and (2) the Green Value associated therewith. For the avoidance of doubt, Buyer shall not be obligated to procure Replacement Product in order to recover Shortfall Damages. In addition, Seller shall reimburse Buyer for any and all amounts of reasonably documented penalties or fines incurred by Buyer as a result of Buyer's noncompliance with EPS Law or RPS Law to the extent such non-compliance was caused by Seller's failure to make up the full amount of any Shortfall Energy before the end of any RPS Compliance Period ("**Shortfall Damages**"). If Seller fails to pay Buyer the Shortfall Damages within sixty (60) days after the end of the Shortfall Makeup Period, Buyer shall have the right to immediately draw the applicable amount of Shortfall Damages owed to Buyer from the Delivery Term Security. The Parties acknowledge and agree that the damages that Buyer would incur due to the failure to deliver the Shortfall Energy would be difficult or impossible to predict with certainty, and it is impractical and difficult to assess actual damages in those circumstances and, therefore, the payment of Shortfall Damages is a fair and reasonable remedy for such damages. The provision of Shortfall Damages shall be in lieu of actual damages for the occurrence of any Shortfall Energy hereunder that is not cured with PV Delivered Energy and/or Replacement Energy and is Buyer's sole remedy for Seller's failure to deliver Shortfall Energy; however, the payment of Shortfall Damages shall not limit Buyer's rights to exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before, or after the failure to meet the Guaranteed Delivered Energy, including a Default under Section 13.1(l); *provided* that the payment of Shortfall Damages shall be taken into account when determining any damages due Buyer for such Default.

Section 9.4 Availability Requirement. Seller shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from Availability Standards, if applicable, and Seller shall be entitled to retain all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards, if applicable, other than the Capacity Rights.

Section 9.5 [Reserved].

Section 9.6 Performance Guarantees, Remedies and Termination Rights.

(a) Throughout the Delivery Term, Seller warrants that (i) the BESS will perform at a rate that results in the Dischargeable Energy at any time equaling or exceeding the Guaranteed Dischargeable Energy, as illustrated in and calculated on an annual basis in accordance with Appendix K-1 (the "**Dischargeable Energy Performance Guarantee**"); (ii) the Round Trip Efficiency during each Contract Year, as calculated in accordance with Appendix K-1, will not fall below the amount specified in Appendix K-1 for such Contract Year (the "**Round Trip Efficiency Performance Guarantee**"); (iii) Monthly BESS Availability, as calculated in accordance with Appendix K-1, will be at least the percentage set forth in Appendix K-1 for each month (the "**Monthly BESS Availability Guarantee**"); (iv) the Annual PV System Availability during each Contract Year, as calculated in accordance with Appendix K-1, will equal or exceed the Annual PV System Availability Requirement for such Contract Year, as specified in Appendix K-1 (the "**Annual PV System Availability Guarantee**"); and (v) the BESS will charge and discharge from

zero percent (0%) to one hundred percent (100%) without limitation, and the BESS Metered Output will not deviate from the automated dispatch system of the CAISO (the “**ADS**”).

(b) In the event of a failure of the Dischargeable Energy Performance Guarantee, the Round Trip Efficiency Performance Guarantee, the Monthly BESS Availability Guarantee, or the Annual PV System Availability Guarantee, the BESS Capacity Price shall be reduced for each month that the applicable guarantee is not satisfied and continue until the first month that the applicable guarantee is satisfied. The resulting adjusted BESS Capacity Price for any non-compliant month (the “**Adjusted BESS Capacity Price**”) shall be determined as follows:

(i) In the event of a failure of the Dischargeable Energy Performance Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Dischargeable Energy Adjustment Factor calculated for such month in accordance with Appendix K-2.

(ii) In the event of a failure of the Round Trip Efficiency Performance Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Round Trip Efficiency Adjustment Factor calculated for such month in accordance with Appendix K-2.

(iii) In the event of a failure of the Monthly BESS Availability Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) a fraction where (I) the numerator is an amount equal to the actual Monthly BESS Availability for such month, calculated in accordance with Appendix K-1, and (II) the denominator is the percentage for Monthly BESS Availability Guarantee set forth in Appendix K-1.

(iv) In the event of a failure of the Annual PV System Availability Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Annual PV System Availability Adjustment Factor calculated for such Contract Year in accordance with Appendix K-2.

(v) In the event of a failure of multiple guarantees addressed by this Section 9.6(b) in the same month, the Adjusted BESS Capacity Price for such month shall be an amount equal to the lowest Adjusted BESS Capacity Price resulting from application of the formulas set forth in the foregoing Section 9.6(b)(i)-(iv).

(vi) Notwithstanding Section 9.6(b)(i)-(iv) and Section 9.6(c), in the event of a failure of either the Minimum Dischargeable Energy Performance Guarantee or the Minimum Round Trip Efficiency Performance Guarantee that, in either case, continues for a period of three (3) consecutive months following the last day of the first non-compliant month, the Adjusted BESS Capacity Price for each succeeding month shall be reduced to zero dollars (\$0) until Seller has completed any necessary remedial measures to bring the BESS back into compliance with the applicable guarantee.

(c) Notwithstanding Buyer’s recourse to the Adjusted BESS Capacity Price remedy, as described in Section 9.6(b), Seller shall be considered in Default under this Agreement:

(i) for failure of the Minimum Dischargeable Energy Performance Guarantee, if: (A) any such failure continues for a period of six (6) consecutive months following the last day of the first non-compliant month, or (B) the total number of non-compliant months for such guarantee is equal to twelve (12) or more at any time during the Delivery Term;

(ii) if BESS Metered Output deviates from the ADS and such failure continues for a period of sixty (60) consecutive days; or

(iii) for failure of the Monthly BESS Availability Guarantee, if any such failure continues for a period of twelve (12) months following the last day of any non-compliant month.

ARTICLE X CAPACITY RIGHTS

Section 10.1 Capacity Rights. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by Buyer and Seller to purchase and sell Delivered Energy and Environmental Attributes on the terms and conditions set forth herein, Seller hereby transfers to Buyer, and Buyer hereby accepts from Seller, all of Seller's rights, title and interest in and to the Capacity Rights, including resource adequacy, local capacity requirement, flexible resource capacity attributes, and other present and future capacity attribute values related to the Facility. Buyer and Seller acknowledge and agree that the consideration for the transfer of Capacity Rights, if any, is contained within the relevant prices for PV Delivered Energy and the BESS Capacity Payments. In no event shall Buyer have any obligation or liability whatsoever for any debt pertaining to the Facility by virtue of Buyer's ownership of the Capacity Rights or otherwise.

Section 10.2 Covenant Regarding Capacity Rights. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and shall not in the future assign, transfer, convey, encumber, sell or otherwise dispose of any of the Capacity Rights to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Capacity Rights. During the Agreement Term, Seller shall not report to any Person that any of the Capacity Rights belong to any Person other than Buyer. Buyer may, at its own risk and expense, report to any Person that the Capacity Rights belong to it.

Section 10.3 Further Assurances. Seller shall execute and deliver such documents and instruments and take such other action as required by the CAISO and as Buyer's Authorized Representative may reasonably request to effect recognition and transfer of the Capacity Rights to Buyer. Seller shall bear the costs associated therewith.

ARTICLE XI BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS; POLICIES

Section 11.1 Billing and Payment. Billing and payment for all Products shall be as set forth in this ARTICLE XI.

Section 11.2 WREGIS Withholding. Prior to the PV System becoming CEC Certified and if, at any time after the PV System is CEC Certified, Seller fails to transfer Renewable Energy Credits to Buyer's WREGIS account in accordance with Section 8.4 within one hundred twenty (120) days after delivery of the corresponding PV Delivered Energy or Replacement Product, Buyer shall have the right to withhold from any payment to Seller, for each MWh of PV Delivered Energy or Replacement Product delivered under Section 6.1, an amount equal to Twenty Dollars (\$20) per MWh (such amount, the "***WREGIS Withhold Amount***") until such time as the WREGIS Certificate associated with such MWh has been credited to Buyer's WREGIS account as set forth in Section 8.4, and Buyer shall pay the WREGIS Withhold Amount previously withheld by Buyer for each MWh for which a WREGIS Certificate was credited to Buyer's WREGIS account in such month. If Buyer's right to withhold the WREGIS Withhold Amount is triggered after the PV System is CEC Certified in accordance with this Section 11.2, such right shall remain in effect until three hundred sixty-five (365) days after the date that Seller causes Renewable Energy Credits to once again be transferred to Buyer's WREGIS account in accordance with Section 8.4.

Section 11.3 Calculation of Energy Delivered; Invoices and Payment.

(a) Not later than the tenth (10th) day of each Month, commencing with the next Month following the Month in which Startup and Test Energy is generated, Seller shall deliver to Buyer a proper invoice showing the following for the preceding Month:

(i) PV Delivered Energy during such Month, specifying the portion of such PV Delivered Energy that is (A) Startup and Test Energy (and the payment owed in respect thereof according to the price on paragraph 1 of Appendix A-1), (B) Excess Energy; (C) Excess Energy > 120% and (D) PV Delivered Energy that is not Excess Energy, Excess Energy > 120% or Startup and Test Energy.

(ii) BESS Metered Output during such Month.

(iii) An accounting of the Guaranteed Delivered Energy for the applicable Contract Year and Measurement Period, an accounting of new or made up Shortfall Energy and/or Replacement Product, if applicable, and a confirmation as to whether Seller met or exceeded the Guaranteed Delivered Energy.

(iv) The BESS Capacity Payment for such Month.

(v) Any reimbursement to Buyer for the purchase of Replacement Product.

(vi) Seller's reasonable calculation of the amount of Deemed Generated Energy associated with any Compensable Curtailment for amounts owed by Buyer in accordance with Section 7.4(b).

(vii) Any other payments due to Buyer or to Seller under this Agreement, including amounts due to Buyer in connection with third party sales of curtailed Energy under Section 6.2 and any unpaid liquidated damages that have accrued prior to the invoice date.

(b) Seller shall calculate the amount of PV Delivered Energy, BESS Metered Output, and BESS Metered Input from meter readings at the Electric Metering Devices at the Point of Interconnection, the PV Energy Meter, and the BESS Energy Meter, all as depicted on Appendix Q, maintained pursuant to Section 11.7.

(c) Each invoice shall show the title of the Agreement and, if applicable, the Agreement number, the name, address and identifying information of Seller and the identification of material, equipment or services covered by the invoices, and shall be sent to the address set forth in Appendix J or such other address as Buyer may provide to Seller.

(d) Any electronic information delivered by Seller under this ARTICLE XI shall be in a format such as Microsoft Excel (or its equivalent) that allows Buyer to cut, paste or otherwise readily use and work with such information or documentation or as otherwise mutually agreed by the Parties.

(e) Concurrently with the delivery of each Monthly invoice, if required under Section 8.5, Seller shall deliver attestations of all Environmental Attribute transfers substantially in the form set forth in Appendix D.

(f) Subject to Section 11.3(g) and Section 11.4, not later than the thirtieth (30th) day after receipt by Buyer of Seller's Monthly invoice (or the next succeeding Business Day, if the thirtieth (30th) day is not a Business Day), Buyer (if the net payment in the applicable invoice is in favor of Seller) or Seller (if the net payment in the applicable invoice is in favor of Buyer), shall pay to Seller or Buyer, as applicable, by wire transfer of immediately available funds to an account specified by Seller or Buyer, as applicable, or by any other means agreed to by the Parties from time to time, the amount set forth as due in such Monthly invoice.

(g) Notwithstanding Section 11.3(a), if Buyer believes that it has insufficient information to verify the amount of Deemed Generated Energy calculated by Seller in the invoice, or if Buyer requires additional time to verify such information, Buyer shall notify Seller thereof within thirty (30) days after receipt of an invoice from Seller, and timely pay the amounts set forth in such Monthly invoice not related to Deemed Generated Energy. Within thirty (30) days after receipt by Buyer of additional information regarding such Deemed Generated Energy calculation, or on the date mutually agreed to by the Parties, Buyer shall pay to Seller the amount specified in the invoice or notify Seller of any discrepancies with respect to its calculation of the Deemed Generated Energy, in which event such invoice shall be subject to the provisions of Section 11.4.

(h) Seller shall, in subsequent invoices, adjust previously invoiced amounts to reflect (i) adjustments pursuant to Section 11.4, or (ii) adjustments, reconciliations or final settlements with WREGIS occurring after the date of the initial invoice, or any other adjustments agreed to by the Parties (which shall be without interest of any kind), *provided* that Buyer shall not be required to make invoice payments if the invoice is received more than one (1) year after the billing period.

(i) Buyer shall not be required to make invoice payments if the invoice is received more than six (6) Months after the applicable Monthly billing period except with respect to any disputed amounts where the dispute is first raised within six (6) months after the applicable

Monthly billing period and for any corrections or adjustments resulting in amounts owing by Buyer pursuant to Section 11.7(a).

Section 11.4 Disputed Invoices. If any portion of any invoice is in dispute, the undisputed amount shall be paid when due. The Party disputing a payment shall promptly notify the other Party of the basis for the dispute, setting forth the details of such dispute in reasonable specificity. Disputes shall be discussed directly by the Parties' Authorized Representatives, who shall use reasonable efforts to amicably and promptly resolve such Disputes, and any failure to agree shall be subject to resolution in accordance with Section 14.3. Upon resolution of any Dispute, if all or part of the disputed amount is later determined to have been due, then the Party owing such payment or refund shall pay within ten (10) days after receipt of notice of such determination the amount determined to be due plus interest thereon at the Interest Rate from the due date until the date of payment. For purposes of this Section 11.4, "***Interest Rate***" shall mean the lesser of (i) two percent (2%) above the per annum Prime Rate reported daily in *The Wall Street Journal*, or (ii) the maximum rate permitted by applicable Requirements of Law.

Section 11.5 Right of Setoff. In addition to any right now or hereafter granted under applicable law and not by way of limitation of any such rights, each Party shall have the right at any time or from time to time without notice to other Party or to any other Person, any such notice being hereby expressly waived, to set off against any amount due a Party from the other Party under this Agreement any undisputed amount due such Party from the other Party under this Agreement, including any undisputed amounts due because of breach of this Agreement or any other obligation.

Section 11.6 Records and Audits. Seller shall maintain, and the Authorized Auditors shall have access to, all records and data pertaining to the performance and management of this Agreement (including compliance with the Requirements) and related Subcontracts, and as necessary to properly reflect all costs claimed to have been incurred hereunder and thereunder, including (a) in their original form, all (i) documents provided to Seller in the ordinary course of business for the Facility, (ii) documents for billing, costs, metering, and Environmental Attributes, (iii) books, records, documents, reports, deliverables, employee time sheets, accounting procedures and practices, and (iv) records of financial transactions, and (b) other evidence, regardless of form (for example, machine readable media such as disk or tape, etc.) or type (for example, databases, applications software, database management software, or utilities). If Seller is required to submit cost or pricing data in connection with this Agreement, Seller shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. In the event of a Dispute, records that relate to the Agreement, Dispute, litigation or costs, or items to which an audit exception has been taken, shall be maintained. Buyer and the Authorized Auditors may discuss such records with Seller's officers and independent public accountants (and by this provision Seller authorizes said accountants to discuss such billings and costs), all at such times and as often as may be reasonably requested. All such records shall be retained, and shall be subject to examination and audit by the Authorized Auditors, for a period of not less than four (4) years following final payment made by Buyer hereunder as it relates to a particular payment obligation, four (4) years after the expiration or termination date of this Agreement, or final settlement of all disputes, claims, or litigation that authorizes the records to no longer be retained, or the retention period under the Requirements of Law applicable to any Participating Members,

whichever is later. Seller shall make said records or, to the extent accepted by the Authorized Auditors, photographs, micro-photographs, or other authentic reproductions thereof, available to the Authorized Auditors at Seller's principal business office or any other of Seller's offices as mutually agreed upon by Buyer and Seller, at all reasonable times and without charge. The Authorized Auditors may reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by Seller on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. Seller shall not, however, be required to furnish the Authorized Auditors with commonly available software. Seller shall be subject at any time with fourteen (14) days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and required to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits shall be performed using generally accepted auditing practices and principles and applicable governmental audit standards. All information provided by Seller or Seller's Subcontractors pursuant to this Section 11.6 shall be subject to the provisions of Section 14.21. If Seller utilizes or is subject to Federal Acquisition Regulation, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits shall utilize such information. To the extent that an Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective. Consistent with standard auditing procedures, Seller shall be provided fifteen (15) days to review an Authorized Auditor's examination results or audit and respond to Buyer prior to the examination's or audit's finalization and public release. If an Authorized Auditor's examination or audit indicates Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by Seller to Buyer within fifteen (15) days after notice to Seller of the identified overpayment. If an Authorized Auditor's examination or audit reveals that Buyer's overpayment to Seller is more than five percent (5.0%) of the billings reviewed, Seller shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit, which examination or audit expenses and costs shall be paid by Seller to Buyers within fifteen (15) days after notice to Seller. Seller shall use commercially reasonable efforts to contractually require all Subcontractors performing services under this Agreement to comply with the provisions of this Section 11.6 by inserting this Section 11.6 into each Subcontract.

Section 11.7 Electric Metering Devices.

(a) The PV Delivered Energy made available to Buyer by Seller under this Agreement shall be measured using a CAISO-approved and CAISO-polled revenue-quality Electric Metering Device (in compliance with the CAISO Tariff and relevant protocols and is dedicated exclusively to the Facility) procured, installed, owned and maintained by Seller at the PV System and the Point of Delivery, and the BESS Metered Input and BESS Metered Output shall be measured using CAISO-approved and CAISO-polled revenue-quality Electric Metering Devices (in compliance with the CAISO Tariff and relevant protocols and dedicated exclusively to the Facility) procured, installed, owned and maintained by Seller at the BESS and the Point of Delivery, in each case, as depicted in the metering diagram attached to this Agreement as Appendix O. All such Electric Metering Devices used to provide data for the computation of payments shall be sealed and Seller shall only break the seal when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Section 11.7. Seller shall arrange and bear all costs associated with the installation of the Electric Metering Devices needed for the registration,

recording and transmission of information regarding the Delivered Energy. Seller hereby agrees to provide a mutually agreed set of meter data to Buyer, which data shall be accessible to, and usable by, Buyer. In addition to providing Buyer with its meter data, Seller shall support Buyer's efforts to obtain read-only access to CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports from the CAISO. If the CAISO makes any adjustment to any CAISO meter data for a given time period, Seller agrees that it shall submit revised Monthly invoices, pursuant to this ARTICLE XI covering the entire applicable time period in order to fully conform such adjustments to the meter data. Seller shall submit any revised invoices no later than thirty (30) days after the date on which the CAISO provides Seller with binding adjustments to the meter data.

(b) Seller or its Authorized Representative, at no expense to Buyer, shall inspect and test all Electric Metering Devices upon installation and at least annually thereafter. Seller shall provide Buyer with reasonable advance notice of, and permit representatives of Buyer to witness and verify, such inspections and tests. Upon request by Buyer or Buyer's Authorized Representative, Seller or its Authorized Representative shall perform additional inspections or tests of any Electric Metering Device and shall permit a qualified representative of Buyer to inspect or witness the testing of any Electric Metering Device. The actual expense of any such requested additional inspection or testing shall be borne by Seller. Seller shall provide copies of any inspection or testing reports to Buyer.

(c) If an Electric Metering Device fails to register, or if the measurement made by an Electric Metering Device is found upon testing to be inaccurate by more than plus or minus one percent (+/- 1.0%), an adjustment shall be made correcting all measurements made by the inaccurate or defective Electric Metering Device for both the amount of the inaccuracy and the period of the inaccuracy, such adjustment to be made by the Scheduling Coordinator. The adjustment period shall be determined as far as can be reasonably ascertained by Buyer or Buyer's Authorized Representative from the best available data, subject to review and approval by Seller (such approval not to be unreasonably withheld). If the period of the inaccuracy cannot be ascertained reasonably, any such adjustment shall be for a period equal to one third of the time elapsed since the preceding test of the applicable Electric Metering Devices. To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, Buyer shall use the corrected measurements as determined in accordance with this Section 11.7 to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Buyer for this period from such recomputed amount. If the difference is a positive number, the difference shall be paid by Buyer to Seller; if the difference is a negative number, that difference shall be paid by Seller to Buyer, or at the direction of Buyer, may take the form of an offset to payments due to Seller from Buyer. Payment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

(d) Commencing on the first date on which Startup and Test Energy is produced by the Facility, and continuing throughout the Delivery Term, Seller shall provide to Buyer read only access to all Electric Metering Devices installed, owned and operated by Seller that are used to measure PV Delivered Energy, BESS Metered Input, and BESS Metered Output.

Section 11.8 Taxes. Seller shall be responsible for and shall pay, before the due

dates therefor, any and all federal, state, and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to the Facility, the Site or any other assets of Seller, the Products or the transaction arising before or at the Point of Delivery. Buyer shall pay or cause to be paid all Taxes on or with respect to the Products or the transaction from (but excluding) the Point of Delivery to such Buyer. If Seller is required by a Requirement of Law to remit or pay Taxes that are the responsibility of Buyer hereunder, Buyer shall promptly reimburse Seller for such Taxes. If Buyer is required by Requirement of Law to remit or pay Taxes that are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller hereunder; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Taxes for which it is exempt under law. A Party that is exempt at any time and for any reason from one or more Taxes shall bear the risk that such exemption shall be lost or the benefit of such execution be reduced.

ARTICLE XII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 12.1 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller as of the Effective Date:

(a) Buyer is a validly existing California joint powers authority, and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by Buyer of this Agreement (i) have been duly authorized by all necessary action, and does not and will not require any consent or approval of such Buyer's regulatory or governing bodies, other than that which has been obtained; and (ii) does not violate any federal, state, and local law, including the California Government Code and similar laws.

(c) This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 12.2 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer as of the Effective Date:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of its respective state of incorporation or organization and is qualified to do business in the State of California, and has the legal power and authority to own or lease its properties, to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby and thereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) Seller has taken all corporate or limited liability company action required to authorize the execution, delivery, and performance of this Agreement, and Seller has delivered to Buyer (i) copies of all resolutions and other documents evidencing such corporate or limited liability company actions, certified by an authorized representative of Seller as being true, correct, and complete, and (ii) an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller.

(c) The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary organizational action, and do not require any consent or approval other than those which have already been obtained.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Requirement of Law, or any organizational documents, agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

(e) This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(f) There is no pending, or to the knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Authority, which purports to affect the legality, validity or enforceability of this Agreement.

(g) Seller is not in violation of any Requirement of Law, which violations, individually or in the aggregate, would reasonably be expected to result in a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of Seller, or the ability of Seller to perform any of its obligations under this Agreement.

(h) As of the Effective Date (i) the corporate organizational structure and ownership of Seller and its Upstream Equity Owners up to Seller's Ultimate Parent is set forth on Schedule 12.2(h) and (ii) Seller is a Special Purpose Entity. The limited liability company interests in each of Seller and each Upstream Equity Owner have been duly issued under and authorized by their respective limited liability company agreements and in accordance with applicable Requirements of Law.

(i) Seller has (i) not entered into this Agreement with the actual intent to hinder, delay or defraud any creditor, and (ii) received reasonably equivalent value in exchange for its obligations under this Agreement. No petition in bankruptcy has been filed against Seller (other than petitions that have been dismissed within sixty (60) days after filing), and Seller has never made an assignment for the benefit of creditors or taken advantage of any insolvency act for its benefit as a debtor.

(j) Tax returns and reports of Seller required to be filed by it have been timely filed, and all Taxes shown on such Tax returns to be due and payable and all assessments, fees and other governmental charges upon Seller and upon its properties, assets, income, business and franchises that are due and payable have been paid when due and payable. Seller knows of no proposed Tax assessment against it that is not being actively contested by it in good faith and by appropriate proceeding.

(k) Seller owns or possesses or will acquire all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by Seller of its obligations under this Agreement, and, to Seller's knowledge, Seller's use thereof does not infringe on the intellectual property rights of third parties.

(l) Seller has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of the Products except as provided herein.

(m) Seller has obtained all Permits (including the CEQA Determinations) required for the construction, operation, and maintenance of the Facility in accordance with the Requirements and the performance of Seller's obligations hereunder, or such Permits are reasonably expected to be timely obtained in the ordinary course of business.

Section 12.3 Covenants of Seller Related to Site Control Documents.

(a) Seller shall at all times maintain Site Control.

(b) Seller shall use commercially reasonable efforts to enforce the provisions of the Site Control Documents short of termination thereof such that Seller may enjoy all of the rights granted to Seller thereunder.

(c) For each Site Control Document capable of being recorded, Seller shall cause, or shall cause the Lessor, if applicable, either a memorandum of such Site Control Document or the Site Control Document itself to be timely and duly recorded in the land records of the applicable county or counties of the State of California, or as otherwise provided by applicable law, to the extent recordable under federal or state law.

(d) Seller shall give Buyer immediate notice after Seller is aware of any of the following: (i) any default notice received by Seller or the Lessor or delivered by Seller or the Lessor under any Site Control Document or (ii) the commencement or threat of any action, arbitration, mediation, or other proceeding pertaining to any Site Control Document. Seller shall deliver to Buyer, immediately upon service or delivery thereof on, to or by Seller or Lessor, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration. Buyer's cure of any default under a Site Control Document shall cure such default by Seller pursuant to Section 13.1(h).

(e) Throughout the Agreement Term, Seller shall notify Buyer of the institution of any proceeding for the condemnation or other taking of the Facility or any portion thereof (as applicable, a "**Taking**"), including the occurrence of any hearing associated therewith. Buyer may participate in any such proceeding and Seller shall deliver to Buyer all instruments necessary or

required by Buyer to permit such participation. Subject to the consent of the Facility Lender, upon any condemnation of the Facility or any portion thereof, Seller shall diligently repair, replace or reconstruct the Facility or portion thereof so condemned. Subject to the consent of the Facility Lender, all awards and compensation for the Taking or purchase in lieu of condemnation of the Facility or any portion thereof shall be applied toward the repair, restoration, reconstruction or replacement of the Facility.

Section 12.4 [Reserved].

Section 12.5 Additional Covenants of Seller.

(a) **Material Adverse Effect.** In the event of a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of Seller or an event of default by Seller or the operator under the O&M Agreement, Seller shall promptly thereafter notify Buyer. Upon the reasonable request of Buyer, Seller shall, within thirty (30) days after Buyer's request, provide Buyer with a plan or report, including the report (at Seller's sole cost and expense) of a Licensed Professional Engineer with respect to any material change in operations that demonstrates in detail reasonably acceptable to Buyer, that the applicable event or occurrence has been mitigated or cured, or will be mitigated or cured within a reasonable period or within the cure periods provided therefor (and listing, in detail, the actions that Seller has taken, is taking, or proposes to take with respect to such condition or event), or that such event or occurrence will not have a material adverse effect on the performance of Seller under this Agreement. A failure to provide such plan or report within thirty (30) days, or to diligently undertake any of the actions set forth under such plan or report, will be deemed a failure by Seller to perform under Section 13.1(b).

(b) **Special Purpose Entity.** Seller shall remain at all times throughout the Agreement Term a Special Purpose Entity.

(c) **[Reserved].**

(d) **Sale Leaseback Financing.**

(i) Seller shall provide Buyer with at least one hundred twenty (120) days' prior written notice of the consummation of a Sale Leaseback Financing, which notice shall include (A) introductory and contact information about and for any potential Sale Leaseback Lessors and (B) a summary of the provisions related to such Sale Leaseback Financing. Such notice shall be in addition to, and not in lieu of, any notice required under Section 14.7.

(ii) In the event of a Sale Leaseback Financing, promptly after closing thereof, Seller shall provide Buyer true and correct copies of all agreements with the Sale Leaseback Lessor (with confidential terms redacted).

(iii) It shall be a Default (which shall be subject to cure only if such Default is reasonably capable of being promptly and completely cured by Seller, and if not capable of being promptly and completely cured by Seller, shall be an immediate Default without opportunity to cure hereunder) should Seller enter into a Sale Leaseback Financing unless the Sale Leaseback Lessor or Sale Leaseback Lessors thereunder and Seller shall

have concurrently entered into an agreement with Buyer providing for (A) substantially the terms set forth in Appendix N, and (B) estoppel certificate(s) from such Sale Leaseback Lessor or Sale Leaseback Lessors certifying that this Agreement remains in full force and effect and binding on Seller and that each agreement providing for Seller's rights in and to the Site remains in full force and effect and binding on the third parties thereto.

(iv) Seller shall deliver, or cause to be delivered, copies of all resolutions and other documents evidencing the actions taken to approve, execute and deliver such Sale Leaseback Financing agreements and any the documents required in Section 12.5(d), in each case certified by an authorized representative of Seller as being true, correct and complete, and an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller.

ARTICLE XIII

DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE DAMAGE

Section 13.1 Default. Each of the following events or circumstances shall constitute a “***Default***” by the responsible Party (the “***Defaulting Party***”):

(a) **Payment Default.** Failure by a Party to make any payment (except for the payment of Daily Delay Damages) under this Agreement when and as due (other than payments disputed in good faith) that is not cured within twenty (20) days after receipt of notice thereof from the other Party (which amount shall include payment of interest from the due date at the Interest Rate).

(b) **Performance Default.** Failure by a Party to perform any of its duties or obligations under this Agreement (other than any failure that is separately listed as a Default of Seller under this Section 13.1) that is not cured within thirty (30) days after receipt of notice thereof from the other Party; *provided* that if such failure cannot be cured within such thirty (30) day period despite reasonable commercial efforts and such failure is not a failure to make a payment when due, such Party shall have up to ninety (90) additional days to cure.

(c) **Breach of Representation and Warranty.** Any representation, warranty, certification or other statement made by a Party in this Agreement is false or inaccurate at the time made and materially and adversely affects Seller's ability to perform its obligations hereunder; *provided* that no Default shall exist if such falsity or inaccuracy is remedied within thirty (30) days after receipt of notice thereof from another Party.

(d) **Bankruptcy.** Bankruptcy of Buyer or Seller.

(e) **Performance Security Failure.** (i) The failure of Seller to furnish Performance Security by the times set forth in Section 5.7(a) and Section 5.7(b); (ii) the failure of Seller to replace the Performance Security within ten (10) Business Days after a Downgrade Event occurs with respect to the issuer of the Performance Security; (iii) the failure of Seller to replace the Performance Security within ten (10) Business Days after Seller receives notice from Buyer of a termination of its relationship with the issuer of any Performance Security; or (iv) the issuer of any Performance Security provided by Seller hereunder contests the validity or enforceability of the Performance Security, the letter of credit provider denies that it has any liability in respect of

any Performance Security, or the letter of credit provider fails to honor a draw request properly made and tendered under this Agreement and such Performance Security is not replaced within five (5) Business Days after Seller becomes aware of such occurrence.

(f) **Insurance Default.** The failure of Seller to maintain and provide acceptable evidence of the required Insurance for the required period of coverage as set forth in Appendix F that is not cured within three (3) days after receipt of notice of such failure from Buyer.

(g) **Fundamental Change.** Except as permitted by Section 14.7, (i) a Party makes an assignment of its rights or delegation of its obligations under this Agreement, or (ii) a Change in Control occurs.

(h) **Site Control Document Default.** Except as may be expressly permitted by this Agreement, any Site Control Document fails to be in effect or is terminated for any reason, and such Site Control Document is not reinstated to be in full force and effect within twenty (20) days thereafter; *provided* that Seller shall not be in Default under this Section 13.1(h) should the termination of a Site Control Document be disputed, so long as Seller is contesting such termination in good faith.

(i) **Casualty.** Seller fails to meet its obligations under Section 14.19(b).

(j) **Construction Start Milestone.** (i) Seller fails to achieve the Construction Start Milestone on or before the date that is one hundred eighty (180) days after the Milestone Date for the Construction Start Milestone and (ii) Buyer elects not to allow Seller to continue to pay Daily Delay Damages to Buyer pursuant to Section 3.5(b)(ii).

(k) **Commercial Operation Date.** Seller fails to achieve Commercial Operation on or before the Outside Commercial Operation Date.

(l) **Shortfall Energy Termination Default.** The failure of the Facility during any Measurement Period to deliver PV Delivered Energy in an amount that equals at least seventy-five percent (75%) of the Annual Contract Quantity applicable for each such Measurement Period.

(m) **BESS Defaults.** A BESS performance failure as set forth in Section 9.6(c)(i), Section 9.6(c)(ii) or Section 9.6(c)(iii).

Section 13.2 Default Remedy.

(a) If Buyer is in Default for nonpayment, subject to any duty or obligation under this Agreement, Seller may, at its sole option, (i) suspend performance hereunder, (ii) terminate this Agreement, or (iii) continue to provide services pursuant to its obligations under this Agreement; *provided* that nothing in this Section 13.2(a) shall affect Seller's rights and remedies set forth in this Section 13.2. Seller's continued service to Buyer shall not act to relieve Buyer of any of its duties or obligations under this Agreement.

(b) Notwithstanding any other provision herein, if any Default has occurred and is continuing, the affected Party may, whether or not the dispute resolution procedure set forth in Section 14.3 has been invoked or completed, bring an action in any court of competent jurisdiction

as set forth in Section 14.3 seeking injunctive relief in accordance with applicable rules of civil procedure.

(c) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Buyer is the Defaulting Party, Seller may without further notice exercise any rights and remedies provided herein or otherwise available at law or in equity including a termination of this Agreement pursuant to Section 13.4. No failure of Seller to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Seller of any other right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

(d) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Seller is the Defaulting Party, Buyer may without further notice exercise any rights and remedies provided for herein, or otherwise available at law or equity, including (i) application of all amounts available under the Performance Security against any amounts then payable by Seller to Buyer under this Agreement and (ii) termination of this Agreement pursuant to Section 13.4. No failure of Buyer to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Buyer of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power by Buyer.

Section 13.3 Cure Rights of Facility Lender. Buyer shall provide such consents to assignment, substantially in the form attached as Appendix P, as may be reasonably requested by Seller or any Facility Lender (other than a Tax Equity Investor) which shall comply with the applicable terms and conditions of this Agreement (such consent, the “***Consent and Agreement***”). The Consent and Agreement shall provide the Facility Lender, as applicable, or its agent notice of the occurrence of any Default described in Section 13.1 and the opportunity to cure any such default to the extent Seller has an opportunity hereunder to cure such default. Seller shall promptly repay Buyer for any costs or expenses incurred by Buyer in making any such payments or otherwise incurred by Buyer in connection with curing a default by Seller. In addition, Buyer shall, if reasonably requested by a Tax Equity Investor, provide a written consent providing such Tax Equity Investor with the right, but not the obligation, at any time, to pay any or all amounts due from Seller to Buyer hereunder, and to do any other act or thing required of Seller, in each case to cure any default of Seller under this Agreement in a manner that is consistent with the applicable terms and conditions of this Agreement, and provide a customary estoppel certificate, *provided* that the terms and conditions of any such consent, or any estoppel certificate, shall have no (and could not reasonably be expected to have any) adverse effect on Buyer’s rights under this Agreement, and, except for a reasonable additional cure period for the Tax Equity Investor to cure a default of Seller as set forth in the consent with such Tax Equity Investor, which additional cure period shall be no longer than the cure period afforded the Facility Lender, shall be consistent with the terms and conditions of this Agreement. Seller shall pay Buyer for the reasonable costs and expenses, including reasonable attorneys’ fees, incurred by Buyer in the negotiation of the documents Buyer is required to deliver hereunder.

Section 13.4 Termination for Default.

(a) If a Default occurs, the Party that is not the Defaulting Party (the “**Non-Defaulting Party**”) may, for so long as the Default is continuing and, to the extent permitted by applicable law, without limiting any other rights or remedies available to the Non-Defaulting Party under this Agreement, by notice by it (“**Termination Notice**”) to the Defaulting Party (i) establish a date (which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such notice) (“**Early Termination Date**”) on which this Agreement shall terminate, and (ii) withhold any payments due in respect of this Agreement; *provided*, upon the occurrence of any Default of the type described in Section 13.1(d), this Agreement shall automatically terminate, without notice or other action by either Party as if an Early Termination Date had been declared immediately prior to such event.

(b) If an Early Termination Date has been designated, the Non-Defaulting Party shall calculate in a commercially reasonable manner its Gains, Losses and Costs resulting from the termination of this Agreement and the resulting Termination Payment. The Gains, Losses and Costs relating to the Products that would have been required to be delivered under this Agreement had it not been terminated shall be determined by comparing the amounts Buyer would have paid for the Products under this Agreement to the equivalent quantities and relevant market prices, either quoted by one or more bona fide third party offers, or which are reasonably expected by the Non-Defaulting Party to be available in the market under a replacement contract for this Agreement covering the same products and having a term equal to the Remaining Term at the date of the Termination Notice, adjusted to account for differences in transmission, if any. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from dealers in Energy contracts and bona fide third party offers. The Non-Defaulting Party shall not be required to enter into any such replacement agreement in order to determine its Gains, Losses and Costs or the Termination Payment.

(c) For purposes of the Non-Defaulting Party’s determination of its Gains, Losses and Costs and the Termination Payment, it shall be assumed, regardless of the facts, that Seller would have sold, and Buyer would have purchased, each day during the Remaining Term (i) PV Delivered Energy in an amount equal to the Assumed Daily Deliveries, (ii) the Environmental Attributes associated therewith, (iii) all Capacity Rights and (iv) the full BESS Contract Capacity. The “**Assumed Daily Deliveries**” shall be an amount equal to the greater of (A) the quotient of the Guaranteed Delivered Energy divided by three hundred sixty-five (365), and (B) the average daily amount of PV Delivered Energy during the Delivery Term, if any.

(d) The Non-Defaulting Party shall notify the Defaulting Party of the Termination Payment, which notice shall include a written statement explaining in reasonable detail the calculation of such amount. If the Termination Payment is a positive number, the Defaulting Party shall, within ten (10) Business Days after receipt of such notice, pay the Termination Payment to the Non-Defaulting Party, together with interest accrued at the Interest Rate from the Early Termination Date until paid.

(e) If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, the calculation of the Termination Payment shall be submitted to the dispute resolution process provided in Section 14.3. Following resolution of the dispute, the Defaulting Party shall pay the full amount of the Termination Payment (if any) as determined by such resolution as and when required, but no later

than thirty (30) days following the date of such resolution, together with all interest, at the Interest Rate, that accrued from the Early Termination Date until the date the Termination Payment is paid.

(f) For purposes of this Agreement:

(i) “**Gains**” means, with respect to a Party, an amount equal to the present value of the economic benefit (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(ii) “**Losses**” means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(iii) “**Costs**” means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred in terminating any arrangement pursuant to which it has hedged its obligations or in entering into new arrangements which replace this Agreement, excluding attorneys’ fees, if any, incurred in connection with enforcing its rights under this Agreement. Each Party shall use reasonable efforts to mitigate or eliminate its Costs.

(iv) In no event shall a Party’s Gains, Losses or Costs include any penalties or similar charges imposed by the Non-Defaulting Party.

(v) The Present Value Rate shall be used as the discount rate in all present value calculations required to determine Gains, Losses and Costs.

(g) At the time for payment of any amount due under this Section 13.4, each Party shall pay to the other Party, all additional amounts, if any, payable by it under this Agreement (including any amounts withheld pursuant to Section 13.4(a)).

ARTICLE XIV MISCELLANEOUS

Section 14.1 Authorized Representative. Each Party shall designate an authorized representative who shall be authorized to act on its behalf with respect to those matters contained herein (each an “**Authorized Representative**”), which shall be the functions and responsibilities of such Authorized Representatives. Each Party may also designate an alternate who may act for the Authorized Representative. Within thirty (30) days after execution of this Agreement, each Party shall notify the other Party of the identity of its Authorized Representative, and alternates if designated, and shall promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives shall have no authority to alter, modify, or delete any of the provisions of this Agreement. To the extent that an Authorized Representative’s contact information is not provided in Appendix J, at the time a Party designates such Authorized Representative, such Party shall concurrently provide written notice to the other Party of such Authorized Representative’s contact information.

Section 14.2 Notices. All notices, requests, demands, consents, waivers and other communications which are required under this Agreement shall be in writing and shall be deemed properly sent if delivered in person, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the persons specified in Appendix J. The Parties may update Appendix J, from time to time, to designate another person, address or office to which notices shall be delivered by delivering notice to the other Parties in accordance with this Agreement. In addition to the foregoing, the Parties may agree in writing at any time to deliver notices, requests, demands, consents, waivers and other communications through alternate methods, such as electronic mail.

Section 14.3 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 14.3) (a “**Dispute**”), either Party (the “**Notifying Party**”) may deliver to the other Party (the “**Recipient Party**”) notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a “**Dispute Notice**”). The Dispute Notice shall include a schedule of the availability of the Notifying Party’s senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall, within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party’s senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers’ schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Section 14.3(a) and Section 14.3(b) by the expiration of the thirty (30) day period set forth in Section 14.3(a), then a Party may pursue any legal remedy available to it in accordance with the provisions of Section 14.12 and Section 14.13 of this Agreement.

(d) In addition to the Dispute resolution process set forth in this Section 14.3, the Parties shall comply with California law governing claims against public entities and presentment of such claims.

Section 14.4 Further Assurances; Change in Electric Market Design.

(a) Each Party agrees to execute and deliver all further instruments and documents, and take all further actions not inconsistent with the provisions of this Agreement that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(b) If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then either Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make

this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the Dispute resolution process set forth in Section 14.3. Notwithstanding the foregoing, a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure.

Section 14.5 No Dedication of Facilities. Any undertaking by one Party to the other Party under any provisions of this Agreement shall not constitute the dedication of the Facility or any portion thereof of either Party to the public or to the other Party or any other Person, and it is understood and agreed that any such undertaking by either Party shall cease upon the termination of such Party's obligations under this Agreement.

Section 14.6 Force Majeure.

(a) A Party shall not be considered to be in default in the performance of any of its obligations under this Agreement (other than the obligations of a Party to make payment of amounts due under this Agreement) when and to the extent such Party's performance is prevented by a Force Majeure that, despite the exercise of due diligence, such Party is unable to prevent or mitigate, *provided* the Party has given a written detailed description of the full particulars of the Force Majeure to the other Party reasonably promptly after becoming aware thereof (and in any event within fourteen (14) days after the initial occurrence of the claimed Force Majeure event) (the "***Force Majeure Notice***"), which notice shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The Party providing such Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time such Party shall promptly notify the other Party of the resumption of its obligations under this Agreement. If Seller is unable to deliver, or Buyer is unable to receive, PV Delivered Energy due to a Force Majeure, then Buyer shall have no obligation to pay Seller for PV Delivered Energy not delivered or received by reason thereof. It is understood by the Parties that, subject to the provisions of Section 7.4, the foregoing provisions shall not excuse any obligation of Seller with respect to delivery of the Guaranteed Delivered Energy under ARTICLE VI, or Shortfall Energy (and Replacement Product, as applicable), or either Party's obligation to make payments to one another up to the time that Seller ceases deliveries of PV Delivered Energy, arising prior to the occurrence of any Force Majeure event. In no event shall Buyer or Seller be obligated to compensate the other Party or any other Person for any losses, expenses or liabilities that the other Party or such other Person may sustain as a consequence of any Force Majeure.

(b) The term "***Force Majeure***" means any act of God (including fire, flood, earthquake, extremely severe storm, lightning strike, tornado, volcanic eruption, hurricane or other natural disaster), labor disturbance, strike or lockout of a national scope, epidemic or pandemic, act of the public enemy, war, insurrection, riot, explosion, terrorist activities or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or

other occurrence that (i) prevents one Party from performing any of its obligations under this Agreement, (ii) could not reasonably be anticipated as of the date of this Agreement, (iii) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party, or any Person under the control of that Party or any of its subcontractors or Affiliates, or any Person for whose acts such subcontractor or Affiliate is responsible), and (iv) by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; *provided*, nothing in clause (iv) above shall be construed so as to require a Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Notwithstanding the foregoing, the conditions existing as of the date of this Agreement due to the COVID-19 pandemic shall not be considered a Force Majeure, but any subsequent increase in government restrictions due to a worsening or resurgence of the COVID-19 pandemic may be considered a Force Majeure. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following (each an “*Unexcused Cause*”): (1) any requirement to comply with a RPS Law or any change (whether voluntary or mandatory) in any RPS Law, or other Change in Law, that may affect the value of the Products; (2) events arising from the failure by Seller to construct, operate or maintain the Facility in accordance with this Agreement except to the extent such event is caused by a Force Majeure; (3) any increase of any kind in any cost; (4) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (5) Seller’s ability to enter into a contract to sell PV System Energy at a more favorable price or Buyer’s ability to purchase the Product or any part thereof at a price lower than that provided in this Agreement; (6) curtailment or other interruption of any Transmission Service except to the extent such interruption is caused by a Force Majeure; (7) failure of third parties to provide goods or services essential to a Party’s performance except to the extent such failure is caused by a Force Majeure; (8) Facility or equipment failure of any kind except to the extent such failure is caused by a Force Majeure; (9) any changes in the financial condition of Buyer, Seller, the Facility Lender or any subcontractor or supplier affecting the affected Party’s ability to perform its obligations under this Agreement.

(c) Buyer may terminate this Agreement if (i) a Force Majeure event occurs that diminishes the production of the PV System by more than fifty percent (50%) of the PV Contract Capacity or the capacity of the BESS by more than fifty percent (50%) of the BESS Contract Capacity for a period of eighteen (18) consecutive months, or (ii) the Facility is rendered inoperable and an independent engineer that is mutually acceptable to both Parties determines that the Facility cannot be repaired or replaced within a period not to exceed twenty-four (24) months following the date of the occurrence of the Force Majeure event.

(d) Any termination of this Agreement under Section 14.6(c) shall be “no-fault” and neither Party shall have any liability or obligation to the other Party arising out of such termination. Notwithstanding the foregoing, upon any such termination, each Party shall pay the other Party for any and all amounts hereunder that may be owing, including Seller’s obligation to make payments to Buyer for any existing Shortfall Energy, or other outstanding payments due in the ordinary course that occurred prior to the termination. Buyer shall return to Seller the

Performance Security (less any amounts drawn by Buyer in accordance with this Agreement). The exercise by Buyer of its right to terminate the Agreement shall not render Buyer or Seller liable for any losses or damages incurred by the other Party whatsoever.

Section 14.7 Assignment of Agreement.

(a) Buyer may from time to time and at any time assign any or all of its rights, and delegate any or all of its obligations, under this Agreement in whole or in part without the consent of Seller to a Qualified Buyer Assignee. Buyer shall provide Seller with thirty (30) days' prior notice of any such assignment or delegation. Notwithstanding the foregoing, in connection with any such assignment, such Qualified Buyer Assignee shall execute a written assumption agreement in favor of Seller pursuant to which any such Qualified Buyer Assignee shall assume all the obligations of Buyer under this Agreement, thereby relieving the assignor Buyer from its duties and obligations hereunder and thereunder.

(b) Except as set forth in this Section 14.7, Seller shall not assign any of its rights, or delegate any of its obligations, in or under this Agreement, without the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed beyond the time period necessary for the internal review and approval process of Buyer. Any purported assignment or delegation in violation of this provision shall be null and void and of no force or effect.

(c) Seller may, without the prior written consent of Buyer, transfer or assign this Agreement if (A) the assignee is an Affiliate of Seller; (B) Seller has given Buyer notice at least fifteen (15) Business Days before the date of such proposed assignment; (C) Seller has provided Buyer a written agreement or certificate signed by the Affiliate to which Seller wishes to assign its interests that provides that such Affiliate will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment; and (D) such transfer or assignment is not in violation of applicable law.

(d) Buyer's consent shall not be required in connection with the collateral assignment or pledge of this Agreement for the sole purpose of financing this Facility to any Facility Lender or the assignment of this Agreement to a Tax Equity Investor in connection with a Tax Equity Financing; *provided, however*, that (1) in connection with any such assignment or pledge and the exercise of remedies by any Facility Lender, the Facility Lender acknowledges and agrees to be bound by the requirement that the Facility be operated and maintained by a Qualified Operator and (2) in the event of any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage, or other similar Lien, Facility Lender shall be bound by the covenants and agreements of Seller in this Agreement. Seller shall provide Buyer with ninety (90) days' prior notice of any such collateral assignment or pledge. Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of the Products (not including the proceeds thereof) to any Facility Lender; *provided* that nothing herein shall limit Seller's right to encumber revenues earned from the sale of all or any portion of the Products, including Replacement Product.

(e) Seller shall provide at least ninety (90) days' written notice to Buyer prior to the occurrence of any (i) Change in Control pursuant to Section 14.7(f), (ii) any Tax Equity Financing or (iii) any proposed YieldCo Transfer. Concurrently with such notice, Seller shall provide Buyer with a then-current chart of the corporate organizational structure and ownership of Seller and a post-Change in Control, post-Tax Equity Financing or post YieldCo Transfer, as applicable, chart of the corporate organizational structure and ownership of Seller. In addition, following any permitted Change in Control, Seller and Buyer shall update the definition of Seller's Ultimate Parent by updating Schedule 12.2(h) of this Agreement.

(f) A Change in Control is permitted if (i) Buyer has given prior written consent to the transaction or transactions constituting the Change in Control, such consent not to be unreasonably withheld, conditioned or delayed and (ii) concurrently with the transaction or transactions constituting the Change in Control, if there is a successor entity to Seller, such successor entity executes a written assumption agreement in favor of Buyer pursuant to which such successor entity shall assume all of the obligations of Seller under this Agreement, and agree to be bound by all the terms and conditions of this Agreement. In connection with any Change in Control in which Seller remains party to this Agreement, at Buyer's request, Seller shall deliver an estoppel certificate to Buyer confirming that this Agreement remains in full force and effect.

(g) Except for a sale or transfer of the Facility by a Facility Lender as contemplated by Section 14.7(h), Seller shall not sell or transfer the Facility to any Person other than a Person to whom Seller assigns this Agreement in accordance with this Section 14.7, without the prior written consent of Buyer, other than a Sale Leaseback Financing (for which notice is required), without the prior written consent of Buyer; *provided*, that any such sale or transfer shall be in compliance with the provisions of Section 12.5(d). Any purported sale or transfer in violation of this Section 14.7(g) shall be null and void and of no force or effect. A Change in Control shall not be deemed a sale or transfer of the Facility.

(h) In no event shall Buyer be liable to any Facility Lender for any claims, losses, expenses or damages whatsoever other than liability a Buyer may have to Seller under this Agreement. In the event of any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage, or other similar Lien, Facility Lender shall be bound by the covenants and agreements of Seller in this Agreement; *provided, however*, that until the Person who acquires title to the Facility executes and delivers to Buyer a written assumption of Seller's obligations under this Agreement in form and substance acceptable to Buyer, such Person shall not be entitled to any of the benefits of this Agreement. Any sale or transfer of all or any portion of the Facility by any Facility Lender in connection with any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage or similar Lien on the Facility, shall be made only to an entity that is a Qualified Transferee.

(i) Seller shall reimburse, or shall cause the Facility Lender to reimburse, Buyer for the incremental direct expenses reasonably incurred and documented by Buyer in the preparation, negotiation, execution or delivery of the Consent and Agreement for the Facility Lender and any other documents requested by Seller, the Facility Lender, or any Tax Equity Investor and provided by Buyer, in connection with to this Section 14.7 or any Tax Equity Financing.

Section 14.8 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 14.9 Attorneys' Fees & Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorneys' fees and costs. Each of the Parties to this Agreement was represented by its respective legal counsel during the negotiation and execution of this Agreement. Notwithstanding the foregoing, to the extent Buyer incurs legal costs in order to facilitate a Sale Leaseback Financing under Section 12.5(d) or the collateral assignment or pledge of this Agreement under Section 14.7(d), to evaluate whether a Change in Control has occurred, or such other action or review that is at the request of Seller, Seller shall bear Buyer's reasonable and documented legal costs therefor.

Section 14.10 Voluntary Execution. Both Parties acknowledge that they have read and fully understand the content and effect of this Agreement and that the provisions of this Agreement have been reviewed and approved by their respective counsel. The Parties further acknowledge that they have executed this Agreement voluntarily, subject only to the advice of their own counsel, and do not rely on any promise, inducement, representation or warranty that is not expressly stated herein.

Section 14.11 Entire Agreement; Amendments. This Agreement (including all Appendices and Exhibits) contains the entire understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, discussions or agreements between the Parties, or any of them, concerning that subject matter, whether written or oral, except as expressly provided for herein. This is a fully integrated document. Each Party acknowledges that no other party, representative or agent, has made any promise, representation or warranty, express or implied, that is not expressly contained in this Agreement that induced the other Party to sign this document. This Agreement may be amended or modified only by an instrument in writing signed by each Party.

Section 14.12 Governing Law. This Agreement was made and entered into in the County of Los Angeles, California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

Section 14.13 Venue. All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

Section 14.14 Execution in Counterparts. This Agreement may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or

more signature pages.

Section 14.15 Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

Section 14.16 Waiver; Available Remedies. The failure of either Party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect. Except to the extent this Agreement expressly provides an exclusive remedy for a breach, nothing contained herein shall preclude either Party from seeking and obtaining any available remedies hereunder, including recovery of damages caused by the breach of this Agreement and specific performance or injunctive relief, or any other remedy given under this Agreement or now or hereafter existing in law or equity or otherwise. Seller acknowledges that money damages may not be an adequate remedy for violations of this Agreement and that Buyer may, in its sole discretion seek and obtain from a court of competent jurisdiction specific performance or injunctive or such other relief as such court may deem just and proper to enforce this Agreement or to prevent any violation hereof. Seller hereby waives any objection to specific performance or injunctive relief. The rights granted herein are cumulative.

Section 14.17 Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture or partnership between the Parties hereto or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

Section 14.18 Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties, and, through Buyer, the Participating Members. Except for the Participating Members, nothing in this Agreement, whether express or implied, shall be construed to give to, or be deemed to create in, any other Person, whether as a third party beneficiary of this Agreement or otherwise, any legal or equitable right, remedy or claim in respect of this Agreement or any covenant, condition, provision, duty, obligation or undertaking contained or established herein. Except as provided herein, this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any Person that is not a party hereto.

Section 14.19 Indemnification; Damage or Destruction; Insurance; Condemnation; Limit of Liability.

(a) **Indemnification.** Seller undertakes and agrees to indemnify and hold harmless Buyer, Participating Members, and all of their respective commissioners, officers, agents, employees, advisors, and Authorized Representatives and assigns and successors in interest (collectively, “*Indemnitees*”) and, at the option of Buyer, to defend such Indemnitees from and against any and all suits and causes of action (including proceedings before FERC), claims, charges, damages, demands, judgments, civil fines and penalties, other monetary remedies or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including

Seller's employees and agents, or third persons, or damage or destruction to any property of either Party or third persons, in any manner arising by reason of any breach of this Agreement by Seller, any failure of a representation, warranty or guarantee of Seller hereunder to be true in all material respects, the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of Seller, or any of the Seller's officers, agents, employees, or subcontractors of any tier, except to the extent caused by the gross negligence or willful misconduct of any such Indemnatee.

(b) **Damage or Destruction.** Subject to the provisions of Section 14.6, and to the consent of Facility Lender, not to be unreasonably withheld, in the event of any damage or destruction of the Facility or any part thereof, the Facility or such part thereof shall be diligently repaired, replaced or reconstructed by Seller so that the Facility or such part thereof shall be restored to substantially the same general condition and use as existed prior to such damage or destruction, unless a different condition or use is determined by Seller using its reasonable discretion taking into account the economics of repair, replacement, or reconstruction. Proceeds actually received of Insurance with respect to such damage or destruction maintained as provided in this Agreement shall be applied in Seller's reasonable discretion, subject to the consent of the Facility Lender, not to be unreasonably withheld, to the payment for such repair, replacement or reconstruction of the damage or destruction.

(c) **Insurance.** Seller shall obtain and maintain the Insurance coverages listed in Appendix F.

(d) **[Reserved].**

(e) **Limitation of Liability.** EXCEPT TO THE EXTENT INCLUDED IN THE DAILY DELAY DAMAGES OR OTHER LIQUIDATED DAMAGES PROVIDED HEREIN, INDEMNIFICATION OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, OR OTHER SPECIFIC CHARGES EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF BUYER, ITS INDEMNITEES, BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER COSTS, BUSINESS INTERRUPTION DAMAGES RELATED TO OR ARISING OUT OF A PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON OR CLAIMED UNDER STATUTE, CONTRACT, TORT (INCLUDING SUCH PARTY'S OWN NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY AT LAW OR IN EQUITY. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES OF SUCH DAMAGES, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONTRIBUTORY, CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY. In no event shall Seller be liable to Buyer for any Losses and Costs (including any liquidated damages) that are in the aggregate in excess of Nine Million Eight Hundred Thousand Dollars (\$9,800,000) during the period from the date of execution of this Agreement until the Commercial Operation Date; provided, however, that such limitation shall not apply to any Losses and Costs arising out of (i) Seller's obligations under this Agreement to indemnify and hold harmless Buyer for death, bodily injury, or personal injury to any

person or damage or destruction to any property or (ii) the gross negligence or willful misconduct of Seller or any of Seller's Affiliates or subcontractors.

(f) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, and that the liquidated damages constitute a reasonable approximation of the anticipated harm or loss.

Section 14.20 Severability. In the event any of the terms, covenants or conditions of this Agreement, or the application of any such terms, covenants or conditions, shall be held invalid, illegal or unenforceable by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect, *provided* that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

Section 14.21 Confidentiality.

(a) Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees, representatives and agents, as a condition to receiving confidential information hereunder, to keep confidential, except as required by applicable laws: (i) all documents, data, drawings, studies, projections, plans and other written information that relate to economic benefits to, or amounts payable by, either Party under this Agreement, and (ii) documents that are clearly marked "Confidential" at the time a Party shares such information with the other Party (clauses (i) and (ii) above, the "***Confidential Information***"). The provisions of this Section 14.21 shall survive and shall continue to be binding upon the Parties for a period of one (1) year following the date of termination or expiration of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information which (A) is disclosed with the prior written consent of the originating Party, (B) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (C) was lawfully in a Party's possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (D) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

(b) Either Party may, without violating this Section 14.21, disclose matters that are made confidential by this Agreement:

(i) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective, co-owners, investors, purchasers, lenders, underwriters, contractors, suppliers, and others involved in construction, operation, and financing transactions and arrangements for a Party or its subsidiaries or Affiliates;

(ii) to Governmental Authorities and parties involved in any proceeding in which either Party is seeking a Permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement;

(iii) to Governmental Authorities or the public as required by any law, regulation, order, rule, ruling or other Requirement of Law, including oral questions, discovery requests, subpoenas, civil investigations or similar processes and laws or regulations requiring disclosure of financial information, information material to financial matters, and filing of financial reports;

(iv) to WREGIS in accordance with WREGIS Operating Rules; and

(v) with respect to Buyer, to any of its respective members from time to time.

(c) If a Party is requested or required, pursuant to any applicable law, regulation, order, rule, ruling or other Requirement of Law, discovery request, subpoena, civil investigation or similar process to disclose any of the Confidential Information, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure.

(d) Notwithstanding the foregoing or any other provision of this Agreement, Buyer may record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable law the credit support contemplated by this Agreement, including the Project Development Security, and the Delivery Term Security, and the rights, Liens and priorities of Buyer with respect to such credit support.

(e) Notwithstanding the foregoing or any other provision of this Agreement, Seller acknowledges that Buyer is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("**CPRA**") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("**Brown Act**"). Confidential Information of Seller provided to Buyer pursuant to this Agreement will become the property of Buyer, and Seller acknowledges that Buyer shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Buyer copying or releasing to a third party any Confidential Information of Seller pursuant to CPRA or Brown Act.

(f) Notwithstanding the foregoing or any other provision of this Agreement, Buyer may record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable law the credit support contemplated by this Agreement, and the rights, Liens and priorities of Buyer with respect to such credit support.

(g) If Buyer receives a CPRA request for Confidential Information of Seller, and Buyer or Buyer's Authorized Representative determines that such Confidential Information is subject to disclosure under CPRA, then Buyer shall notify Seller of the request and its intent to disclose the documents. Buyer will comply with the disclosure requirements of the CPRA, including with respect to the release of documents unless Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then Seller undertakes and agrees

to defend, indemnify and hold harmless Buyer and the Indemnitees from and against all suits, claims, and causes of action brought against Buyer or any Indemnitees for Buyer's refusal to disclose Confidential Information of Seller to any person making a request pursuant to CPRA. Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by Buyer and any Indemnitees, and specifically including costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any suits, claims, and causes of action brought against Buyer or any Indemnitees, through and including any appellate proceedings. Seller's obligations to Buyer and all Indemnitees under this indemnification provision shall be due and payable on a Monthly, on-going basis within thirty (30) days after each submission to Seller of Buyer's invoices for all fees and costs incurred by Buyer and all Indemnitees, as well as all damages or liability of any nature.

(h) Each Party acknowledges that any disclosure or misappropriation of Confidential Information by such Party in violation of this Agreement could cause the other Party or their Affiliates irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore each Party agrees that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for a restraining order or an injunction restraining or enjoining any breach or threatened breach of this Agreement and for any other equitable relief that such non-breaching Party deems appropriate. This right shall be in addition to any other remedy available to the Parties in law or equity.

Section 14.22 Mobile-Sierra. The Parties hereby stipulate and agree that this Agreement was entered into as a result of arm's-length negotiations between the Parties. Further, the Parties believe that, to the extent the sale of Energy under this Agreement is subject to Sections 205 and 206 of the Federal Power Act, 16 U.S.C. Sections 824d and 824e, the rates, terms and conditions of this Agreement are just and reasonable within the meanings of Sections 205 and 206 of the Federal Power Act, and that the rates, terms and conditions of this Agreement will remain so during the Agreement Term. Notwithstanding any provision of this Agreement, the Parties waive all rights to challenge the validity of this Agreement or whether it is just and reasonable for and with respect to the Agreement Term, under Sections 205 and 206 of the Federal Power Act, and to request the FERC to revise the terms and conditions and the rates or services specified in this Agreement, and hereby agree not to seek, nor support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of this Agreement through application or complaint to FERC or any other state or federal agency, board, court or tribunal, related in any manner as to whether such rates, terms or conditions are just and reasonable or in the public interest under the Federal Power Act, absent prior written agreement of the Parties. The Parties also agree that, absent prior agreement in writing by the Parties to a proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any provision of this Section is unenforceable or ineffective as to such Party), a non-party or the FERC acting *sua sponte* shall be the "public interest" application of the "just and reasonable" standard of review that requires FERC to find an "unequivocal public necessity" or "extraordinary circumstances where the public will be severely harmed" to modify a contract, as set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 at 550-51 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Comm'n*, 558 U.S. 165 (2010).

Section 14.23 Future Phases. In the event that, after the Commercial Operation Date of the Facility, Seller or Affiliates of Seller develop additional phases of the Facility or additional projects that (i) share real estate or infrastructure with the Site and (ii) that interconnect through the Point of Interconnection, then Seller shall offer to Buyer a power purchase agreement and a purchase option for such additional phase or project. Buyer and Seller shall have ninety (90) days in which to negotiate diligently in good faith on the terms of an exclusivity agreement with respect to the purchase of energy from such additional phase or project. If Buyer and Seller cannot mutually agree on the terms of such exclusivity agreement after good faith diligent negotiation for a period of ninety (90) days, then Seller may sell the energy from such additional phase or project to a third party; *provided* that Seller may not offer terms with respect to such third party which are more favorable than the terms offered to Buyer. If Buyer and Seller mutually agree on the terms of an exclusivity agreement for the purchase of energy from such additional phase or project, then, for the period of time specified in the exclusivity period, Buyer and Seller shall negotiate diligently in good faith to reach agreement on the terms of a power purchase agreement and a purchase option with respect to such additional phase or project. If Buyer and Seller cannot mutually agree on terms of a power purchase agreement and a purchase option with respect to such additional phase or project after good faith diligent negotiation for the period of time specified in such exclusivity agreement, then Seller may sell the energy from such additional phase or project to a third party; *provided* that Seller may not offer terms with respect to the purchase of energy from such additional phase or project to such third party which are more favorable than the terms offered to Buyer.

Section 14.24 Taxpayer Identification Number (TIN). Seller declares that its authorized TIN is 36-4840280. No payment will be made under this Agreement without a valid TIN.

Section 14.25 Service Contract. The Parties intend that this Agreement will qualify as a “service contract” as such term is used in Section 7701(e) of the United States Internal Revenue Code of 1986.

Section 14.26 Dodd-Frank Wall-Street Reform and Consumer Protection Act. If and to the extent that this Agreement and the performance of the Parties’ obligations requires any reporting to the Commodity Futures Exchange Commission (together with any successor body, the “*CFTC*”) pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, Seller shall be responsible for all such reporting (and Seller shall bear all costs and expenses associated therewith) and shall be the reporting counterparty for purposes of applicable parts of the regulations of the CFTC promulgated under the Commodity Exchange Act. Buyer shall promptly provide information reasonably required by Seller for any such reporting and Seller shall be entitled to report and disclose information concerning all swaps transacted under this Agreement (including information regarding the economic terms and valuations of this Agreement) to any applicable Governmental Authority (or a third party swap data repository as required by a Governmental Authority), from time to time, to the extent required by any applicable laws, regulations, rules or orders of any Governmental Authority. Additionally, to the extent either Party needs additional information or details from the other Party in order to comply with any such applicable laws, regulations, rules or orders (including information concerning such other Party’s organization, corporate status, status under the CFTC’s regulations and/or unique entity identifier), such other Party shall promptly provide such additional information or

details to the first Party upon request therefor. Buyer shall promptly reimburse Seller for any costs, fines or penalties Seller incurs as a result of Buyer's failure to comply with this Section 14.26. Seller shall promptly reimburse Buyer for any costs Buyer incurs as a result of Seller's failure to comply with this Section 14.26 and the Commodity Exchange Act, except to the extent such costs are a result of any action or omission of Buyer.

Buyer and Seller were represented by legal counsel during the negotiation and execution of this Agreement and the Parties have executed this Agreement as of the dates set forth below, effective as of the Effective Date.

BUYER:


SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____
Its: _____

Date: _____
Attest: _____

SELLER:

DAGGETT SOLAR POWER 2 LLC

By: 
Craig Cornelius

Its: President

Date: June __, 2022

**APPENDIX A-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

CONTRACT PRICE

1. Startup and Test Energy. The Contract Price per MWh for Startup and Test Energy (including associated Environmental Attributes and Capacity Rights) is equal to fifty percent (50%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2 below.
2. PV Delivered Energy. Commencing on the Commercial Operation Date, the Contract Price for PV Delivered Energy that is not Startup and Test Energy, Excess Energy or Excess Energy > 120% (including associated Environmental Attributes and Capacity Rights) is \$28.10 per MWh, as such price may be adjusted in accordance with the Agreement.
3. Excess Energy. The Contract Price per MWh for Excess Energy (including associated Environmental Attributes and Capacity Rights) is fifty percent (50%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2.
4. Excess Energy > 120%. The Contract Price per MWh for Excess Energy > 120% (including associated Environmental Attributes and Capacity Rights) is equal to twenty-five percent (25%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2 above.

**APPENDIX B-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FACILITY, PERMITS AND OPERATOR**

1. Name of Facility: Daggett Solar Power 2 Facility

Location: City of Daggett, San Bernardino County, California
2. Owner: Daggett Solar Power 2 LLC
3. Operator: Clearway Renewable Operation & Maintenance LLC
4. Equipment:
 - (a) Type of Facility: Solar Photovoltaic and Battery Energy Storage System
 - (b) PV Contract Capacity: 65 MWac
 - (c) BESS Contract Capacity: 132 MWh (33 MW per hour for four (4) hours)
 - (d) Capacity Factor: 36.6%*
5. Expected Commercial Operation Date: September 19, 2023

Guaranteed Commercial Operation Date (from Appendix I): December 20, 2023
6. Permits:
 - (a) CEQA Determination
 - (b) Building Permit
 - (c) Grading Permit
 - (d) Other permits, if any, required for the construction and operation of the Facility.

* The actual Capacity Factor may vary depending on weather and other meteorological conditions, final Facility design and other factors, although the Annual Contract Quantities in Appendix C and the Guaranteed Delivered Energy levels are fixed for all purposes of the Agreement.

**APPENDIX B-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

MAP OF THE FACILITY



**APPENDIX C
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

ANNUAL CONTRACT QUANTITY

Contract Year	Annual Contract Quantity, MWh	Guaranteed Delivered Energy (85% of Expected Annual Contract Quantity)
1	208,499	177,224
2	207,456	176,338
3	206,414	175,452
4	205,371	174,566
5	204,329	173,679
6	203,286	172,793
7	202,244	171,907
8	201,201	171,021
9	200,159	170,135
10	199,116	169,249
11	198,074	168,363
12	197,031	167,477
13	195,989	166,590
14	194,946	165,704
15	193,904	164,818
16	192,861	163,932
17	191,819	163,046
18	190,776	162,160
19	189,734	161,274
20	188,691	160,388

⁽¹⁾ The Annual Contract Quantity for the Initial Stub Year (“**Year 1 ACQ**”) shall be calculated based on the actual Commercial Operation Date of the Facility using the following formula:

$$\text{Year 1 ACQ} = 208,499 \text{ MWh} * \text{Annual Adjustment (as defined below)}$$

⁽²⁾ The Annual Contract Quantity for the Final Stub Year (“**Year 21 ACQ**”) shall be calculated based on the actual Commercial Operation Date of the Facility using the following formula:

$$\text{Year 21 ACQ} = 188,691 \text{ MWh} * \text{Annual Adjustment (as defined below)}$$

“**Annual Adjustment**” means the percentage, expressed as a decimal, of annual production for each of Initial Stub Year and Final Stub Year based on the actual Commercial Operation Date of the Facility and the Annual Production Breakdown table below.

Annual Production Breakdown

Month	Days in Month	Percent Annual Production in Month
January	31	5.51%
February	28	6.35%
March	31	8.78%
April	30	9.61%
May	31	10.86%
June	30	10.91%
July	31	10.33%
August	31	10.06%
September	30	9.07%
October	31	7.77%
November	30	5.82%
December	31	4.94%

**APPENDIX D
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF ATTESTATION**

_____(Seller)_____ **Environmental Attribute Attestation and Bill of Sale**

_____(“Seller”) hereby sells, transfers and delivers to Southern California Public Power Authority (“Buyer”) the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation from the Facility described below:

Facility name and location:

Fuel Type: Capacity (MW):_____ Operational Date:
As applicable: CEC Reg. no. ____ Energy Admin. ID no. ____ Q.F. ID no. ____

<u>Dates</u>	<u>MWhs delivered</u>
_____ 20____	_____
_____ 20____	_____
_____ 20____	_____

in the amount of one Environmental Attribute or its equivalent for each MWh delivered.

Seller further attests, warrants and represents as follows:

- i) the information provided herein is true and correct;
- ii) its sale to Buyer is its one and only sale of the Environmental Attributes and associated Environmental Attribute Reporting Rights referenced herein;
- iii) the Facility generated and delivered to the grid the Energy in the amount indicated as undifferentiated Energy; and
- iv) Seller owns the Facility and each of the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the indicated Energy for delivery to the grid have been generated and sold by the Facility.

This serves as a bill of sale, transferring from Seller to Buyer all of Seller’s right, title and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the Energy for delivery to the grid.

Contact Person/telephone: _____

**APPENDIX E
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF LETTER OF CREDIT**

**IRREVOCABLE AND UNCONDITIONAL
STANDBY LETTER OF CREDIT NO. _____**

Applicant:

[_____]

Beneficiary:

Southern	California	Public	Power	Authority
1160		Nicole		Court
Glendale,		CA		91740

Amount:

Expiration

Date:

Expiration Place:

Ladies and Gentlemen:

We hereby issue our Irrevocable and Unconditional Standby Letter of Credit in favor of the beneficiary by order and for the account of the applicant which is available at sight for USD \$XX,XXX,XXX by sight payment upon presentation to us at our office at **[bank's address]**,¹ of: (i) your written demand for payment containing the text of Exhibit I, (ii) your signed statement containing the text of Exhibit II, and (iii) the original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings) (the "Documents"). Drawings may be presented via fax to _____. The original Letter of Credit and documents are to be sent via overnight courier to our address indicated above.

A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business, and payments can be effected via wire transfer (a "Business Day"). Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the

¹ Note to Issuer: The Letter of Credit must be payable in U.S. dollars within the continental U.S.

Available Amount shall be reduced by the amount of each such drawing.

Upon presentation to us of your Documents in conformity with the foregoing, we will, on the third (3rd) succeeding Business Day after such presentation, irrevocably and without reserve or condition except as otherwise stated herein, make payment hereunder in the amount set forth in the demand. Payment shall be made to your order in the account at the bank designated by you in the demand in immediately available funds. We agree that if, on the Expiration Date, the office specified above is not open for business by virtue of an interruption of the nature described in the Uniform Customs Article 36, this Letter of Credit will be duly honored if the specified Documents are presented by you within thirty (30) days after such office is reopened for business.

Provided that the presentation on this Letter of Credit is made on or prior to the Expiration Date and the applicable Documents as set forth above conform to the requirements of this Letter of Credit, payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely a written order issued by a court, which order specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment.

We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related Document(s) referred to above with care so as to ascertain that on their face they appear to comply with the terms of this credit and that if such demand(s) and Document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s).

This Letter of Credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Exhibit IV hereto signed by an authorized officer of Beneficiary, accompanied by this Letter of Credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the next Business Day.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the Expiration Date, or any future expiration date, unless at least thirty (30) calendar days prior to the Expiration Date (or any future expiration date), we send you notice by registered mail, return receipt requested or overnight courier at your address herein stated or such other address of which you notify us in advance in writing that we elect not to consider this Letter of Credit extended for any such additional period.

We may, in our sole discretion, increase or decrease the stated amount of this Letter of Credit, and the Expiration Date may be extended, by an amendment to this Letter of Credit in the form of Exhibit III signed by us. Any such amendment for decrease shall become effective only upon acceptance by your signature on a hard copy amendment.

You shall not be bound by any written or oral agreement of any type between us and the Applicant

or any other person relating to this credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this Letter of Credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the Applicant. All of the rights of the Beneficiary set forth above shall inure to the benefit of your successors by operation of law. In this connection, in the event of a drawing made by a party other than the Beneficiary, such drawing must be accompanied by the following signed certification and copy of document proving such successorship:

“The undersigned does hereby certify that [drawer] is the successor by operation of law to the Southern California Public Power Authority, a beneficiary named in [name of bank] Letter of Credit No. _____.”

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the “Uniform Customs and Practices for Documentary Credits,” (2007 Revision) of the International Chamber of Commerce Publication No. 600 (the “Uniform Customs”). As to matters not governed by the Uniform Customs, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising out of, or relating to this Letter of Credit, shall be brought in a State or Federal court in the County of [_____] in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Exhibit I, II, III and IV hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to above, and shall specifically refer to this Letter of Credit no. ____.

Yours faithfully,

(name of issuing bank)

By _____
Title _____

EXHIBIT I

DEMAND FOR PAYMENT

Re: Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

To Whom It May Concern:

Demand is hereby made upon you for payment to us of \$ _____ by deposit to our account no. _____ at [insert name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable and Unconditional Standby Letter of Credit no. _____ dated _____, 20__ in the amount of \$ _____ established by you in our favor for the account of _____ as the Applicant.

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____

Title _____

EXHIBIT II
STATEMENT

Re: Your Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit no. _____, dated _____, 20__ in the amount of \$ _____ established by you in our favor for the account of _____, as the Applicant.

We hereby certify to you that \$ _____ is due, owing and unpaid to us by the Applicant in that certain [DESCRIBE AGREEMENT].

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____

Title _____

EXHIBIT III

AMENDMENT

Re: Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

Beneficiary:

Applicant:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

To Whom It May Concern:

The above referenced Irrevocable and Unconditional Standby Letter of Credit is hereby amended as follows: by increasing / decreasing / leaving unchanged (strike two) the stated amount by \$ _____ to a new stated amount of \$ _____ or by extending the Expiration Date to _____ from _____. All other terms and conditions of the Letter of Credit remain unchanged.

An amendment is effective only when accepted by the Southern California Public Power Authority, below.

Dated: _____

Yours faithfully,

(name of issuing bank)

By _____
Title _____

ACCEPTED

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By _____
Title _____
Date _____

EXHIBIT IV
SURRENDER

Re: Your Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

Notice of Surrender of Letter of Credit

Date: _____

Attention: Letter of Credit Department

Ladies and Gentlemen:

We refer to your above-mentioned Irrevocable and Unconditional Standby Letter of Credit (the “Letter of Credit”). The undersigned, an authorized signer of the Southern California Public Power Authority, hereby surrenders this Letter of Credit to you for cancellation as of the date set forth above. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By_____

Title_____

**APPENDIX F
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
INSURANCE**

I. GENERAL REQUIREMENTS

Within thirty (30) days after the Effective Date, Seller shall furnish Buyer evidence of commercial automobile liability, commercial general liability, excess liability, and workers' compensation coverage meeting the requirements set forth in this Appendix F from insurers acceptable to Buyer and in a form acceptable to the risk management section of the project manager for Buyer or acceptable to Buyer's agent for this purpose. Such insurance shall be maintained by Seller at Seller's sole cost and expense. Prior to the date on which each of Builders' Risk, Property All Risk and Professional Liability insurance is required to be obtained, Seller shall furnish Buyer evidence of coverage meeting the requirements of this Appendix F.

Such insurance shall not limit or qualify the liabilities and obligations of Seller assumed under this Agreement. Buyer shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by Buyer which may be applicable shall be deemed to be excess insurance and Seller's insurance is primary for purposes under this Agreement despite any conflicting provision in Seller's policies to the contrary.

Such insurance shall not be canceled without Seller first giving thirty (30) days' prior notice thereof (ten (10) days for non-payment of premium) to Executive Director, Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

Should any portion of the required insurance be on a "Claims Made" policy, Seller shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

II. SPECIFIC COVERAGES REQUIRED

A. Commercial Automobile Liability

Seller shall provide Commercial Automobile Liability insurance which shall include coverages for liability arising out of the use of owned (if applicable), non-owned, and hired vehicles for performance of the work by Seller or its officers, agents, or employees, as required, to be licensed under the California or any other applicable state vehicle code. The Commercial Automobile Liability insurance shall have not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and shall apply to all operations of Seller.

The Commercial Automobile Liability policy shall include Buyer, its members, and their officers, agents, and employees while acting within the scope of their employment, as additional insureds with Seller, and shall insure against liability for death, bodily injury, or property damage resulting from the performance of this Agreement by Seller or its officers, agents, or employees. The evidence of insurance shall be a form acceptable to Buyer's risk management agent.

B. Commercial General Liability

Seller shall provide Commercial General Liability insurance that includes coverage for Bodily Injury, Contractual Liability, Independent Contractors, Property Damage, Premises and Operations, Products and Completed Operations, and Personal & Advertising Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Seller, but not less than Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate. . Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be a form acceptable to Buyer's risk management agent, and shall provide for the following:

1. Include Buyer and its officers, agents, and employees as additional insureds with the Named Insured for the activities and operations of Seller and its officers, agents, or employees under this Agreement.
2. Severability-of-Interest or Cross-Liability Clause.
3. A description of the coverages included under the policy.

C. Excess Liability

Seller may use an Umbrella or Excess Liability Coverage to meet coverage limits specified in this Agreement. Seller shall require the carrier for Excess Liability to properly schedule and to identify the underlying policies to the policy acceptable to Buyer's risk management agent. Such policy shall include, as appropriate, coverage for Commercial General Liability, Commercial Automobile Liability, Employer's Liability, or other applicable insurance coverages on a follow form basis.

D. Workers' Compensation/Employer's Liability Insurance

Seller shall provide Workers' Compensation insurance covering all of Seller's employees in accordance with the laws of any state in which the work is to be performed and including Employer's Liability insurance and a Waiver of Subrogation in favor of Buyer. The limit for Employer's Liability coverage shall be not less than One Million Dollars (\$1,000,000.00) each accident and shall be a separate policy if not included with Workers' Compensation coverage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such insurance shall be a form of Buyer Special Endorsement of insurance or on an endorsement to the policy acceptable to Buyer's risk management agent. Workers' Compensation/Employer's Liability exposure may be self-insured *provided* that Buyer is furnished with a copy of the certificate issued by the state authorizing Seller to self-insure. Seller shall notify Buyer's Risk Management Section by receipted delivery as soon as possible of the state withdrawing authority to self-insure.

E. Builders' Risk

Prior to commencing Site construction activities, Seller, or Seller's EPC Contractor, shall provide Builder's Risk insurance, which shall be of the "all risk" type, shall be written in completed value form, and shall protect Seller, the Southern California Public Power Authority, the Board of Directors, and Buyer's members against risks of damage to buildings, structures, and materials and equipment that constitute part of the Facility, whether on site or in transit from any location worldwide. Outside of the United States, this transit insurance requirement may be satisfied by the purchase of a global marine specific policy, if applicable. The amount of such insurance shall be not less than the insurable value of the work at completion except for sublimits that are prudent with industry practice Buyer shall be a named additional insured on the policy as their interest may appear. The Builder's Risk insurance shall provide for losses to be payable to Seller and the aforementioned additional insured, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Seller and the aforementioned named additional insured. The Builders' Risk policy shall insure against all risks of direct physical loss or damage to property from any cause including testing, ensuing loss, commissioning, and, to the extent available in the insurance market on generally commercially reasonable terms, earthquake and flood, *provided*, that should Seller determine that either coverage is not available on generally commercially reasonable terms as aforesaid, Seller shall notify Buyer not less than thirty (30) days in advance of the date when such coverage will not, or will no longer, be available together with a description of Seller's efforts to obtain such coverage and an explanation of the basis for Seller's determination in reasonable detail. The policy shall be in full force and effect until the earlier of: (1) the Commercial Operation Date or the substantial completion of the Facility, whichever date is the later, or (2) the effective date of the Property All Risk Insurance referenced below.

F. Property All Risk Insurance

Seller shall procure and maintain or cause to be procured and maintained an All Risk Physical Damage policy to insure the full replacement value of the property located at Facility as described in this Agreement and with sublimits prudent with industry practice and commercial availability. The policy shall include coverage for expediting expense, extra expense, Business Interruption, ensuing loss from faulty workmanship, faulty materials, or faulty design (LEG 2). This policy shall be obtained and placed in full force and effect prior to the expiration of the Builder's Risk Policy. This policy shall have the same insureds, and all losses shall be payable in the same manner, as provided for the Builders' Risk Policy in Paragraph II.E.

G. Professional Liability

Prior to the commencement of work by Seller's EPC Contractor under Seller's engineering, procurement and construction contract for the Facility, and subject to the following paragraph, Seller shall provide (or cause its EPC Contractor to provide) Professional Liability insurance with contractual liability coverage included covering Seller's (or such EPC Contractor's, as applicable) liability arising from errors and omissions made directly or indirectly during the execution of this Agreement (or the engineering, procurement and construction contract, as applicable) and shall provide coverage for the total limits actually arranged by Seller, but not less than \$1,000,000.00, each claim. Such policy shall be maintained for not less than three (3) years after the Commercial Operation Date under this Agreement.

The Parties agree to confer in good faith prior to the hiring of Seller's EPC Contractor (i) to determine whether the preceding requirement for Professional Liability insurance is reasonably necessary to be included in this Agreement to protect Buyer or the Buyer's Members consistent with Prudent Utility Practices and (ii) to modify (or eliminate) such requirement as mutually agreed to be appropriate based on the foregoing standard in clause (i).

**APPENDIX G
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
QUALITY ASSURANCE PROGRAM**

Seller shall implement a Quality Assurance (“Q/A”) Program to ensure that the performance of the Facility fulfills the Requirements. The Q/A Program shall provide assurance that the Facility will comply with the Requirements and the manufacturers’ or suppliers’ requirements for successful operation of the Facility.

Quality at Seller

Seller believes that quality is the unit of measure for assessing fulfillment of project goals. A quality project meets or exceeds the contract requirements and accepted standards of professional and industry practice. Furthermore, high quality projects are those that address client and societal needs more successfully than “low” quality projects. While this may seem like a straightforward definition, the process to ensure quality is much more involved and includes quality management, quality planning, quality control, quality assurance, a quality system, and total quality management.

“Quality assurance” refers to a process that reduces the potential for error throughout the phases of a project. On projects with a Q/A Program, the chances of producing a poor quality deliverable are substantially reduced. Quality control procedures are an integral part of quality assurance. Historically, industry has used the term “quality control” to indicate a checking procedure for verifying the quality of deliverables. This checking commonly occurs at the end of the process, long after an error may have been made and compounded by subsequent work. While quality control checks at the end of a project are an essential exercise, scheduled periodic reviews at each phase of project conceptual and final design are integral to the Seller’s Q/A Program. In addition, quality maintenance which meets or exceeds manufacturers’ or suppliers’ requirements and best industry practices must be an integral part of Seller’s Q/A Program.

The Quality Management Process

The surest way to achieve satisfactory quality is to adhere to a proven quality process. The term “quality” most accurately refers to a project’s ability to satisfy needs when considered as a whole and each part of the process meets or exceeds the standards of Prudent Utility Practices.

Seller’s project management team is responsible for proactively planning and directing the quality of the work process, services, and deliverables. Seller’s project management team targets the following areas to monitor quality:

- 1) A written Quality Plan.
- 2) Independent engineering review of the entire project process, from design review through Commercial Operation.
- 3) A written maintenance manual for the Facility for the duration of the commercial operation that complies with the maintenance manuals of the manufacturers and suppliers from whom Seller has purchased equipment and/or material and best industry practices.

Quality Plan

The idea of a Quality Plan is to incorporate quality assurance in all areas of project execution. Seller has found that quality needs to be institutionalized into the project process, not only in the budgeting process, but everywhere. For example, specific tasks and duties need to be allocated to specific individuals; roles and interface points need to be clearly defined; individual assignments need to be realistic; special attention needs to be paid to complex areas within projects; schedules need to be realistic and achievable; and lastly the work culture needs to be enjoyable and open so that employees are empowered to react quickly to symptoms of quality problems before they actually manifest.

The Seller's quality program shall be documented in a Quality Plan (the "Quality Plan"). The form and the format of the Quality Plan shall be developed by Seller, but must comply with Prudent Utility Practices and follow manufacturers' and suppliers' recommendations without deviation. The content of the Quality Plan shall provide written descriptions of policies, procedures and methodology to accomplish a quality project. Seller shall submit three (3) copies of the Quality Plan within ninety (90) days after the Effective Date to Buyer or Buyer's Authorized Representative. The Quality Plan shall be kept current by Seller throughout the term of this Agreement through the submittal of revisions, as appropriate, by Seller to Buyer or Buyer's Authorized Representative.

The Quality Plan shall describe the authority and the responsibility of the Persons in charge of the Q/A Program and inspection activities. Furthermore, it shall provide the plan and strategy for quality control and review during the construction period. The Quality Plan shall strive, at a minimum, to define control procedures or methods to assure the following:

- (a) The design documents, drawings, specifications, Q/A procedures, records, inspection procedures and purchase documents are maintained to be current, accurate and in compliance with all applicable law.
- (b) The purchased materials, equipment and services comply with the Requirements.
- (c) The materials received at the site are inspected for compliance with specifications.
- (d) The subcontracted work is adequately inspected by third parties as necessary.
- (e) Proper methods are employed for the qualification of personnel who are performing work for the construction of the Facility.

- (f) Proper documentation, control and disposition of nonconforming equipment and materials is maintained.
- (g) Proper records are kept and available following project completion to ensure accurate documentation of as-built conditions.
- (h) Detailed and complete plan for maintenance and operation during commercial operations consistent with manufacturers' and suppliers' recommendations and best industry practices.

Conceptual Design Review

Seller has a team of professionals who develop and review conceptual design. The team consists of specialists in land-use and planning, permitting, meteorology, engineering, construction, project management, and finance. A preliminary site plan is developed in order to assess the solar resource, project constructability, site access, cultural and biological impact, land use restrictions, and landowner requirements. At this stage, the site plan is reviewed, modified as necessary, and used to begin the permitting and public review process. The site plan may be further modified based on comments received during the permitting and public review process. Subsequent to this phase, final third party engineering will commence.

Final Engineering Design

Third party engineering firms, licensed to practice in the state in which the project is to be constructed, will commence the detailed design necessary for the permitting and construction of the Facility. Seller and a third party independent engineer will review the final work products to ensure conformance with this Agreement. When Seller and third party independent engineer have completed a review process, and all substantial comments have been addressed, the design is considered final.

Quality Assurance at the Construction Site

Seller will employ a contractor to construct the project. The contractor will be required to have a quality assurance program implemented by its own staff, and utilizing third party inspectors as necessary. The primary areas of focus are assuring conformance of construction to design drawings, conformance of materials to specifications, and to ensure prudent industry standards and best practices are being utilized. The contractor will be required to provide third party inspection and testing as necessary. The contractor will also be required to maintain a set of drawings during the course of construction, which will be used to document any changes to the design documents. Proposed project changes would be reviewed and approved in the field by Seller's construction management team prior to implementation.

The contractor will provide the required oversight and training of its installation crew to ensure the construction of the Facility meets its quality guidelines. As necessary, equipment suppliers may have technical advisors on site to inspect, advise, and sign off on installation means and methods. In addition, Seller will have its own construction management team on site consisting of a construction manager and quality inspectors who will observe performance of all areas of the work and ensure compliance with design documents and Q/A procedures. The contractor and

appropriate equipment suppliers will commission the Facility per prudent industry standards, equipment specifications, and utility requirements. Prior to construction completion, a punchlist will be developed by the contractor, Seller, Seller's representatives, and third party independent engineer. This punchlist is maintained by the contractor, and is signed off by Seller upon completion of all punchlist items. Lastly, the independent engineer may perform periodic audits during construction to oversee critical items, confirm construction progress, and provide independent reporting and assessments to the project stakeholders.

Following completion of the project, the contractor will be required to provide to Seller as-built design drawings, record of all testing documentation, and final permit approvals. This documentation will be maintained at the project site during operations of the Facility.

Quality Assurance During Commercial Operations

Seller shall supply a Quality Assurance Plan for Buyer's review no less than sixty (60) days prior to the anticipated Commercial Operation Date. Upon receipt of Quality Assurance Plan, Buyer shall provide written comment within ten (10) Business Days. Seller shall reasonably address substantial comments.

**EXHIBIT A
TO
QUALITY ASSURANCE PROGRAM**

QUALITY PLAN TEMPLATE

PROJECT NAME:	
PROJECT MANAGER:	DATE:
<p>QUALITY MANAGEMENT APPROACH:</p> <p>The Project Management Team is fully committed through all Project engineering, construction and commissioning phases, to the Quality Management System. The focus is on the project's deliverable and the standards and criteria being used will ensure the project meets established quality standards and stakeholder satisfaction. The project team will work with the EPC's Quality Group to define and document all organizational and project specific quality standards for the project. All quality documentation will become part of the Project Plan and will be transitioned to O&M upon the completion of the project.</p>	
<p>QUALITY REQUIREMENTS/STANDARDS:</p> <ul style="list-style-type: none">• To ensure those human resources working on the Project are suitably qualified, given clear definition of their working responsibilities and provided with the necessary work instructions and procedures. To identify any specific training needs where necessary to project resources;• To ensure that all Contractor, Sub-contractor and Vendor designs of manufactured items or components and respective services comply with the same quality policy and objectives set out in the Site Quality Management Plan;• To establish and maintain systems in place for preventive action and continual improvement, such as checking, reviewing and auditing of activities to ensure that specified requirements are met both during and after installation. Particular attention shall be given to system interfaces and areas that will be subject to difficult, complex and program sensitive from the point of rectification, to minimize cost and schedule effect should a quality problem evolve;• To establish, document, implement and maintain an effective and efficient Project Quality Management System with a focus on prevention rather than cure;• To ensure that actions are taken without undue delay to eliminate detected nonconformities and their causes;• To continually improve the effectiveness of the Project Quality Management System through the use of the project quality policy, quality objectives, audit results, analysis of data, corrective and preventive action and management review to ensure "getting it right first time, every time"; To comply with the respective legislative requirements, codes, standards and specifications.	

QUALITY ASSURANCE: The Project Manager will schedule regularly occurring process, management, and document reviews. In these reviews, an agenda item will include a review of project processes, any discrepancies and/or audit findings from the quality manager, and a discussion on process improvement initiatives. Quality assurance reviews, findings, and assessments will result in some form of process improvement and, as a result, project improvement. All process improvement efforts will be documented, implemented, and communicated to stakeholders as changes are made. Project Sheet Set drawings including the detailed Field Assembly instructions shall be studied by foreman and workers alike in an effort to ensure complete understanding of both the specifications and work practices needed to comply prior to first article installation. The craft foreman holds the responsibility for first article inspections and release of workers under his/ her supervision to continue and ensure subsequent units are completed to specification. After release the craft foreman shall perform periodic inspections through walk downs to ensure units remain installed to spec and sequence, and shall repeat training where necessary upon observation of deviations. The quality assurance process provides a project commitment to a world class performance in Quality issues to all personnel, contractors, vendors and sites involved in project. Determination of policy compliance shall be verified on the basis of objectives evidence, through concise contractual strategy that include carefully developed engineering and quality requirements, and by good coordination and communications, supported by vigilance in review, audit and surveillance of the scope of the project.

QUALITY CONTROL: The Clearway Construction Quality group shall develop, implement, and maintain the completed installation process of Product Electrical and Civil/Mechanical Quality Control Plans. These plans shall include details of the end-to-end critical-to-quality (CTQ) checkpoints, specific characteristics to inspect, how to inspect them, sampling rates and accept/ reject quantities. The Installing Contractor shall be responsible for performing Level 1 audits to ensure compliance to specifications post installation using the checks and sampling rates as defined on the applicable Control Plan. The General Contractor shall be responsible for performing Level 2 audits to ensure the installing contractors have complied with specifications at reduced sampling rates as defined on the applicable Control Plan. Where a GC is self-performing the installation, the Level 1 and 2 audits shall be executed by different individuals. Clearway Construction Quality shall perform Level 3 audits to ensure contractors have complied with the specifications at further reduced sampling rates as defined on the applicable control plans.

- Quality Surveillance is a critical activity to ensure standard attributes are met during the installation process. All contractors and CEG employees are expected to cooperate and collaborate through Quality Surveillance to reach the common goals of the project.
- Surveying agents are expected to use Control Plans, standard work Instructions, project sheet sets, or any known information to validate the works are being completed per the source of truth and to effectively ensure the works are being completed to print, both in process and finished product attributes. Surveying agents shall not be prohibited from examining the works as needed. Surveying agents are additionally expected to cooperate with the contractors performing the works such that the work plan is not impeded in any substantial way.
- Quality Surveillance is viewed as a collective responsibility to be carried out by all individuals working on the project.

QUALITY CONTROL MEASUREMENTS:

Each inspecting entity is not limited to the content of the control plans themselves. The Issue for Construction plan set and subsequent RFI's shall be used in the determination. In certain cases records shall be kept detailing which specific items were inspected along with measurements to inform if the finished attributes meet the defined attributes. The intent is to capture specific items audited such that subsequent inspections can perform sampling on both previously included, as well as omitted items. Note: it is the contractor's responsibility to formulate record forms needed for this task. These records can be in word document, excel, or annotated site drawing format. It is a requirement to review the planned method of recording with the Site Quality Manager to ensure adequacy. Said record forms shall be turned over along with the applicable control plan, which should indicate pass/fail of the respective item to the Clearway Construction Manager. Where deviations are observed in excess of the defined reject quantities the inspection shall cease, and be cause for increased sampling and correction by the contractor, and then the audit re-performed. This sampling shall be determined on a case by case basis with cooperation from the contractor, the General Contractor and Clearway Quality in the determination. Where defects are observed that do not exceed the defined reject quantities, each identified defect shall be documented using the Quality Incident Report Log sheet, and corrected prior to turn over for the subsequent audits. This methodology is applicable to each Level of the Quality Control Inspection process.

APPROVED BY PROJECT MANAGER:

Name	Signature	Date

OTHER COMPONENTS:

QUALITY PLAN TEMPLATE INSTRUCTIONS

PROJECT NAME - PROJECT MANAGER - DATE: Fill in the requested information.

QUALITY MANAGEMENT APPROACH:

- ☐ Who will be handling quality management issues?
- ☐ Will the project conform to established quality standards?
- ☐ How will quality requirements be enforced?
- ☐ How will quality performance be measured and reported?

QUALITY REQUIREMENTS/STANDARDS:

- ☐ How does the project team identify appropriate quality standards?
- ☐ How does the project team document quality standards?
- ☐ How will the project team be able to demonstrate compliance with quality standards?
- ☐ Does the quality plan include quality standards for both *products* and *work processes*?

QUALITY ASSURANCE:

- ☐ Who will be auditing quality processes while work is being performed?
- ☐ What basic approach will the auditor use to assess quality performance?
- ☐ What is the quality assessment schedule?
- ☐ How will audit results be directed toward process and product improvement?

QUALITY CONTROL:

- ☐ Who will assess overall project quality performance and product quality?
- ☐ How will quality activities be monitored and recorded, and how will those records be used to evaluate quality performance?
- ☐ How will final product quality be evaluated?
- ☐ What measurements and standards should be used for quality control activities?
- ☐ What process will be used for recommending necessary changes?

QUALITY CONTROL MEASUREMENTS:

- ☐ What quality metrics will be used over the life of the project?
- ☐ How will quality measurements be recorded and maintained?
- ☐ How will metric standards and tolerances be established?
- ☐ If measurements do not fall within its corresponding tolerance range, what action will be taken?
- ☐ If multiple responses to a failed quality metric are plausible, how will an action be chosen?

APPROVED BY PROJECT MANAGER: Name, signature and date of Project Manager.

OTHER COMPONENTS: This checklist contains other documents that *must be completed and approved* before this Plan is considered complete. Exceptions must be approved by the Director of Construction.

**APPENDIX H
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

[RESERVED]

**APPENDIX I
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

MILESTONE SCHEDULE

Pre-Commercial Operation Date				
No.	<u>Guaranteed Date</u>	<u>Milestone Description</u>	<u>Daily Liquidated Damages/Mitigation Plan</u>	<u>Security Deposit at Milestone Achievement</u>
1.	10 days following Effective Date	Provision of development security	Contractual provision without specific daily damages	\$100/kW
2.	Guaranteed Commercial Operation Date	Post-Commercial Operation Date security	Contractual provision without specific daily damages	\$150/kW
3.	Complete	Execute Site Control Agreements	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
4.	Complete	Execute Interconnection Agreement	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
5.	9 months prior to Guaranteed Commercial Operation Date	Execute Facility Financing documents	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
6.	9 months prior to Guaranteed Commercial Operation Date	Construction Start Milestone: Begin construction of the Facility.	\$52,750.00/day for up to 180 days of delay (up to amount of Facility development security)	
7.	December 20, 2023	Guaranteed Commercial Operation Date	\$80,000.00/day for up to 180 days of delay (up to amount of Facility development security)	
Post-Commercial Operation Date				
8.	Within 6 months after COD	Proof of CEC Certification	Contractual provision without specific daily damages	
9.	On-going	Verification of WREGIS Registration (pre-COD, Seller must provide sufficient evidence to Buyer that	Contractual provision without specific daily damages	

		<p>it has prepared and registered all required documents and have taken all necessary steps for final WREGIS approval, including the Notice of Substantial Completion or COD notice to WREGIS, as appropriate. Post-COD, Seller must provide sufficient evidence to Buyer that substantial completion of the Facility is verified, and it has provided WREGIS with the notice of COD and are only waiting for WREGIS to approve the unit so that RECs can be created.</p>		
10.	Monthly on-going	<p>Seller to provide monthly reports of expected generation and indicators of when there may be a Shortfall.</p>	Contractual provision without specific daily damages	
11.	Monthly on-going	<p>Seller to provide monthly reports of past generation performance that include but are not limited to: Facility performance summary with month/year to date Facility performance on MWh, capacity factor, comparison of actual vs. expected, availability, wind speed/average illumination; operational summary including weather for the month, reasons for downtime, scheduled maintenance and repairs, curtailment events; safety and environmental summary.</p>	Contractual provision without specific daily damages	

**APPENDIX J
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**AUTHORIZED REPRESENTATIVES;
BUYER AND SELLER BILLING, NOTIFICATION AND
SCHEDULING CONTACT INFORMATION**

1. **Authorized Representative.** The initial Authorized Representatives of Buyer and Seller pursuant to Section 14.1 are as follows:

1.1 Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projects@scppa.org

1.2 Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

With a copy to:

5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Phone: 760-710-2187
Email: legalnotices@clearwayenergy.com

2. **Billings.** Billings and payments pursuant to ARTICLE XI and Appendix A-1 shall be transmitted to the following addresses:

2.1 If Billing to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Accounts Payable
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projectinvoices@scppa.org (with a copy to projects@scppa.org)

2.2 If Payment to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Finance and Accounting
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projectinvoices@scppa.org

2.3 If Payment or Billing to Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

3. **Notices.** Unless otherwise specified by Buyer all notices (other than Scheduling notices, curtailment notices, and Deemed Generated Energy notices):

If to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Executive Director
Telephone: 626-793-9364
Facsimile: 626-793-9461
Email: projects@scppa.org

And with a copy to:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626 793 9364
Attention: Randy Krager, rkrager@scppa.org
Email: projects@scppa.org

If to Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

With a copy to:

5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Phone: 760-710-2187
Email: legalnotices@clearwayenergy.com

**APPENDIX K-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**BESS PERFORMANCE GUARANTEES; ANNUAL PV SYSTEM AVAILABILITY
GUARANTEE**

A. BESS Performance Guarantees

- a. Round Trip Efficiency Performance Guarantee shall be the efficiency rate listed in the table below for the applicable Contract Year:

Contract Year	Efficiency Rate
1	86.8%
2	86.7%
3	86.5%
4	86.3%
5	86.1%
6	86.0%
7	85.8%
8	85.6%
9	85.5%
10	85.3%
11	85.1%
12	84.9%
13	84.8%
14	84.6%
15	84.4%
16	84.3%
17	84.1%
18	83.9%
19	83.8%
20	83.6%

The “*Minimum Round Trip Efficiency Performance Guarantee*” shall be 90% of the Round Trip Efficiency Performance Guarantee.

- b. ***“Guaranteed Dischargeable Energy”*** shall be 132 MWh as measured in accordance with Sections B and C below. The ***“Minimum Dischargeable Energy Performance Guarantee”*** shall be 90% of Guaranteed Dischargeable Energy.
- c. Monthly BESS Availability Guarantee shall be 98%.

B. Storage Capacity Tests

The following methods shall be used to track, measure and verify the applicable metrics for determining Seller’s satisfaction of the BESS Performance Guarantees:

Following the Commercial Operation Date, once each Contract Year Seller will perform a Storage Capacity Test and will give Buyer ten (10) Business Days prior notice of such test. At least twice per Contract Year, Buyer shall have the right to require Seller to schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a test or retest of the Storage Capacity Test at any time upon no less than five (5) Business Days prior written notice to Seller if Buyer provides data with such notice reasonably indicating that the Dischargeable Energy has varied materially from the results of the most recent Storage Capacity Test. Seller shall have the right to run a retest of any Storage Capacity Test upon five (5) Business Days’ prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Utility Practices).

No later than five (5) days following any Storage Capacity Test, Seller shall submit a testing report detailing results and findings of the test. The report shall include BESS Energy Meter readings and plant log sheets verifying the operating conditions and output of the BESS. In accordance with Section 9.6 of the Agreement and Appendix K-3, the actual Round Trip Efficiency and Dischargeable Energy determined pursuant to a Storage Capacity Test shall become the new Round Trip Efficiency and Dischargeable Energy at the beginning of the day following the completion of the test for calculating the BESS Capacity Price and all other purposes under this Agreement.

C. BESS Performance Guarantee Calculations

For purposes of this Appendix K-1, the following terms shall have the respective meanings ascribed to them:

- ***“Energy In”*** has the meaning set forth in Part II.B of Appendix K-3.
- ***“Energy Out”*** has the meaning set forth in Part II.B of Appendix K-3.
- ***“Cycle”*** means a single cycle of operation of the BESS during which the BESS is fully charged and discharged, as tracked by the BMS.
- ***“UNAVAILHRS_m”*** means the total number of hours in a given month during which the BESS was unavailable (as such unavailability is prorated for any BESS Contract Capacity that is available to charge and discharge Energy at any given time) for any reason other than the occurrence of any BESS Excused Condition. To be clear, hours of

unavailability caused by any BESS Excused Condition will not be included in $UNAVAILHRS_m$ for such month. Any other event that results in unavailability of the BESS for less than a full hour will count as an equivalent percentage of the applicable hour(s) for this calculation.

(i) Dischargeable Energy (DE):

The total amount of Energy Out during each of the first four (4) hours of discharge, measured at the BESS Energy Meter pursuant to a Storage Capacity Test in accordance with Appendix K-3, shall be the new Dischargeable Energy (“**DE_y**”) and shall be compared to the Guaranteed Dischargeable Energy (“**GDE_y**”) until updated pursuant to a subsequent Storage Capacity Test.

(ii) Round Trip Efficiency:

The total amount of Energy Out divided by the total amount of Energy In, measured at the BESS Energy Meter pursuant to a Storage Capacity Test in accordance with Appendix K-3, exclusive of electrical losses to the Point of Delivery and separately metered station use associated with battery cooling and other thermal management equipment, and expressed as a percentage, shall be the new Round Trip Efficiency (“**RTE_y**”) and shall be compared to the Round Trip Efficiency Performance Guarantee for the applicable Contract Year (“**RTE Performance Guarantee_y**”), until updated pursuant to a subsequent Storage Capacity Test.

(iii) Monthly BESS Availability:

Calculated on a monthly basis for month k and compared to a fixed constant:

$$\text{Monthly BESS Availability} = \frac{TH_{k,y} - UNAVAILHRS_{k,y}}{TH_{k,y}} \geq \text{Monthly BESS Availability Guarantee}$$

where $UNAVAILHRS_{k,y}$ represents the $UNAVAILHRS_m$ for the k^{th} month of the y^{th} contract year and $TH_{k,y}$ represents the total number of hours in the same corresponding month.

C. Annual PV System Availability Guarantee

No later than 60 days after each Contract Year, Seller shall deliver to Buyer a calculation showing Seller’s computation of the Annual PV System Availability of the PV System for the previous Contract Year.

“Annual PV System Availability” or **“PVSA_y”** means a percentage calculated as (a) 100, multiplied by (b) the result of (i) the sum of all Available Hours for all inverters electrically connected to and capable of delivering energy through the interconnection facilities at the beginning of the relevant Contract Year, divided by (ii) the sum of all Period Hours in the relevant Contract Year for all PV System inverters at the beginning of the Contract Year.

“Annual PV System Availability Requirement” or **“PVSA_{Ry}”** means for the first full Contract Year and each Contract Year thereafter, 80%.

“Available Hours” mean (a) the number of Period Hours in which a PV System inverter was electrically interconnected to the interconnection facilities, plus (b) the number of hours during any BESS Excused Condition. Available Hours are counted by an inverter’s programmable logic controller.

“Period Hours” mean the sum total of all daylight hours for the applicable Contract Year.

**APPENDIX K-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**REMEDY CALCULATIONS FOR FAILURE OF BESS PERFORMANCE
GUARANTEES AND ANNUAL PV SYSTEM AVAILABILITY GUARANTEE**

- A. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Dischargeable Energy Performance Guarantee, the “***Dischargeable Energy Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{DE_y}{GDE_y}$$

- B. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Round Trip Efficiency Performance Guarantee, the “***Round Trip Efficiency Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{RTE_y}{RTE \text{ Performance Guarantee}_y}$$

- C. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Annual PV System Availability Guarantee, the “***Annual PV System Availability Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{PVSA_y}{PVSAR_y}$$

**APPENDIX K-3
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

STORAGE CAPACITY TEST PROCEDURES

PART I. GENERAL.

Each Storage Capacity Test shall be conducted in accordance with Prudent Utility Practices and the provisions of this Appendix K-3. For ease of reference, a Storage Capacity Test is sometimes referred to in this Appendix K-3 as a “**SCT**”. Buyer or its representative may be present for the SCT and may, for informational purposes only, use its own metering equipment (at Buyer’s sole cost).

PART II. REQUIREMENTS APPLICABLE TO ALL STORAGE CAPACITY TESTS.

A. Purpose of Test. Each SCT shall:

- (1) Determine the amount of Energy required to fully charge the BESS;
- (2) Determine the BESS charge ramp rate;
- (3) Determine the BESS discharge ramp rate;
- (4) Determine an updated Dischargeable Energy;
- (5) Determine an updated Round Trip Efficiency.

B. Test Elements. Each SCT shall include the following test elements:

- The measurement of charging energy exclusive of station use and electrical losses, as measured by the BESS Energy Meter or other mutually agreed meter, that is required to charge the BESS up to the Maximum Stored Energy Level (as defined in Appendix Q) Level not to exceed the BESS Contract Capacity (MWh) (“**Energy In**”);
- The measurement of discharging energy exclusive of station use and electrical losses, as measured by the BESS Energy Meter or other mutually agreed meter, that is discharged from the BESS to the Point of Delivery until the Stored Energy Level reaches zero MWh as indicated by the battery management system (“**Energy Out**”);

- Electrical output at Maximum Discharging Capacity (as defined in Appendix Q) at the BESS Energy Meter (MW);
 - Electrical input at Maximum Charging Capacity (as defined in Appendix Q) at the BESS Energy Meter (MW);
 - Amount of time between the BESS's electrical output going from 0 to Maximum Discharging Capacity;
 - Amount of time between the BESS's electrical input going from 0 to Maximum Charging Capacity;
 - Amount of energy required to go from 0% Stored Energy Level to 100% Stored Energy Level charging at a rate equal to the Maximum Charging Capacity.
- C. Parameters. During each SCT, the following parameters shall be measured and recorded simultaneously for the BESS, at ten (10) minute intervals:
- (1) discharge time (minutes);
 - (2) charging energy (MWh);
 - (3) discharging energy (MWh);
 - (4) Stored Energy Level (MWh).
- D. Site Conditions. During each SCT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:
- (1) Relative humidity (%);
 - (2) Barometric pressure (inches Hg) near the horizontal centerline of the BESS; and
 - (3) Ambient air temperature (°F).
- E. Test Showing. Each SCT must demonstrate that the BESS:
- (1) successfully started;
 - (2) operated for at least four (4) consecutive hours at Maximum Discharging Capacity;
 - (3) operated for at least four (4) consecutive hours at Maximum Charging Capacity;
 - (4) is able to deliver discharging energy to the Point of Delivery as measured by the BESS Energy Meter for four (4) consecutive hours at a rate equal to

the Maximum Discharging Capacity.

F. Test Conditions.

- (i) General. At all times during a SCT, the BESS shall be operated in compliance with Prudent Utility Practices and all operating protocols recommended, required or established by the manufacturer for operation at Maximum Discharging Capacity and Maximum Charging Capacity (as each is defined in Appendix Q).
- (ii) Abnormal Conditions. If abnormal operating conditions that prevent the recordation of any required parameter occur during a SCT (including a level of irradiance that does not permit the PV System to produce sufficient charging energy), Seller may postpone or reschedule all or part of such SCT in accordance with Part II.G below.
- (iii) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the SCT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Utility Practices.

G. Incomplete Test. If any SCT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the SCT stopped; (ii) require that the portion of the SCT not completed, be completed within a reasonable specified time period; or (iii) require that the SCT be entirely repeated. Notwithstanding the above, if Seller is unable to complete a SCT due to a Force Majeure event or the actions or inactions of Buyer or the CAISO or the PTO or the Transmission Provider, Seller shall be permitted to reconduct such SCT on dates and at times reasonably acceptable to the Parties.

H. Final Report. Within fifteen (15) Business Days after the completion of any SCT, Seller shall prepare and submit to Buyer a written report of the results of the SCT, which report shall include:

- (1) a record of the personnel present during the SCT that served in an operating, testing, monitoring or other such participatory role;
- (2) the measured data for each parameter set forth in Part II.A through C, including copies of the raw data taken during the test;
- (3) the level of Dischargeable Energy, Energy In, Energy Out, Round Trip Efficiency, Maximum Charging Capacity, the current charge and discharge ramp rate, and Stored Energy Level determined by the SCT, including supporting calculations; and
- (4) Seller's statement of either Seller's acceptance of the SCT or Seller's rejection of the SCT results and reason(s) therefor.

Within ten (10) Business Days after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the SCT results or Buyer's rejection of the SCT and reason(s) therefor.

If either Party rejects the results of any SCT, such SCT shall be repeated in accordance with Part II.G.

- I. Supplementary Storage Capacity Test Protocol. No later than sixty (60) days prior to commencing Facility construction, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) an updated supplement to this Appendix K-3 with additional and supplementary details, procedures and requirements applicable to Storage Capacity Tests based on the then current design of the Facility ("***Supplementary Storage Capacity Test Protocol***"). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then current Supplementary Storage Capacity Test Protocol. The initial Supplementary Storage Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this Appendix K-3.

Part III. SUPPLEMENTARY STORAGE CAPACITY TEST PROTOCOL

A. Conditions Precedent to SCT

- Control System Functionality: The storage facility control system shall be successfully configured to receive data from the battery system, exchange distributed network protocol 3 data with the Buyer SCADA device, and transfer data to the database server for the calculation, recording and archiving of data points.
- Communications: Remote Terminal Unit (RTU) testing should be successfully completed prior to SCT. The interface between Buyer's RTU and the storage facility SCADA system should be fully tested and functional prior to starting testing. This includes verification of data transmission pathway between the Buyer's RTU and Seller's control system interface and the ability to record SCADA data.
- Commissioning Checklist: Commissioning Checklist shall be successfully completed on all installed facility equipment, including verification that all controls, set points, and instruments of the control system are configured.
- Control System Functionality: The control system is operable within the requirements and has been successfully configured to receive data from the battery system and transfer data to the onsite servers for the calculation, recording and archiving of data points.
- The following Commercial Operation tests will be repeated annually:

- Round-Trip Efficiency and Energy Test

B. Round-Trip Efficiency and Dischargeable Energy Test

1. The following test demonstrates the updated Round Trip Efficiency and amount of Energy required to fully charge the BESS (when performed annually or ad hoc).
 - i. The resulting quantity of discharging energy is the Energy Out (as reported in Part II.B above) and the resulting quantity charging energy is the Energy In (as reported in Part II.B above).
 - ii. The Qualified Energy is the sum of the total quantity of discharging energy at the BESS Energy Meter.
2. The BESS will be operated in both the charge and discharge directions in the following order:
 - i. [Seller to specify, example language below]
 - ii. *[Set each Battery Subsystem to [3%] SOC.*
 - iii. *Allow each Battery Subsystem to enter background cell balancing mode by maintaining a SOC of [3% for 20 minutes]. After the background cell balancing mode begins the system can be operated as normal. Allow the cell balancing function to operate in the background for at least 24 hours to allow the automatic cell balancing procedure to reach completion. This time may be reduced based on equipment suppliers' recommendations.*
 - iv. *Discharge each Battery Subsystem to 0% SOC.*
 - v. *Immediately perform the Round-Trip Efficiency and Energy Test set forth below.]*
3. To be valid, the SCT must be started within twenty-four (24) hours of the end of the period (greater than four days) during which cell balancing was completed. For the duration of the SCT, the Control System will be configured to have the power limiting mechanisms disabled, and each battery subsystem shall be configured to follow the charge and discharge current limits specified by their respective battery management system.
4. Procedure:
 - i. System Starting State: The BESS will be in the on-line state with each Battery Subsystem at 0% SOC.
 - ii. Verify that in the previous twenty-four (24) hour period, each Battery Subsystem completed the cell balancing procedure allowing full cell balancing to occur, as described in steps i-iv.
 - iii. Verify that ambient temperature measurements at all Battery Subsystems are between [18°C and 28 °C] throughout this test.
 - iv. Record initial values of each Battery Subsystem SOC.

- v. Command a real power charge that results in an AC power of the BESS's full charging power and continue the charge until the power is 2% different.
- vi. Record and store the AC energy charged to the system as measured at the BESS Energy Meter. Measurements will be made by the BESS Energy Meter with recording in the storage facility historian.
- vii. Within 5 minutes, command a real power discharge that results in an AC power output of the BESS's maximum discharge power.
- viii. Maintain the discharging until the power is 2% different.
- ix. Record and store the AC energy discharged as measured at the BESS Energy Meter. Measurements will be made by the BESS Energy Meter with recording in the BESS historian.

Pass/Fail Criteria		
The measured Round Trip Efficiency is greater than or equal to the Round Trip Efficiency Performance Guarantee. The Dischargeable Energy is greater than or equal to the Guaranteed Dischargeable Energy.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

**APPENDIX L-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

FORM OF CONSTRUCTION START DATE CERTIFICATION

This certification (“***Certification***”) of the Construction Start Date is delivered by Daggett Solar Power 2 LLC (“***Seller***”) to Southern California Public Power Authority (“***Buyer***”) in accordance with the terms of that certain Power Purchase Agreement dated _____ (“***Agreement***”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

1. the engineering, procurement and construction contract related to the Facility was executed on _____;
2. the notice provided by Seller to EPC Contractor by which Seller authorizes the EPC Contractor to begin construction of the Facility without any delay or waiting periods was issued on _____ (attached); and
3. the Construction Start Date has occurred.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ____ day of _____.

DAGGETT SOLAR POWER 2 LLC

By: _____

Its: _____

Date: _____

APPENDIX L-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

FORM OF COMMERCIAL OPERATION DATE CERTIFICATION

In accordance with the terms of that certain Power Purchase Agreement dated as of [], 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”) by and between Southern California Public Power Authority (“*Buyer*”) and Daggett Solar Power 2 LLC (“*Seller*”), in order to determine achievement of Commercial Operation of the Facility, Seller shall demonstrate to Buyer that the Facility is operating and able to produce and deliver Delivered Energy to Buyer in accordance with the terms of the Agreement by delivery of a Commercial Operation Date Certification (the “*Certificate*”), signed by an authorized representative of Seller as to all of the items below, and which shall include a certificate in the form attached hereto of an Independent Engineer, licensed in the State of California, regarding the Facility’s ability to deliver Delivered Energy and confirming the items set forth therein. Any capitalized term used herein but not defined in the Certificate shall have the meaning set forth in the Agreement. The Certificate shall be submitted by Seller, along with reasonable documentation as may be requested by Buyer, and certify as to the following:

1. All solar panels comprising the PV System have been installed in accordance with the manufacturer’s specifications.
2. The electrical collection system related to the solar panels referenced in paragraph (1) above is complete, functional, and energized for the Facility.
3. Seller’s collector substation is complete and capable of delivering an as-available product.
4. The Facility is operational and interconnected with the Point of Delivery and capable of delivering the Delivered Energy and receiving and storing the BESS Metered Input as required under the Agreement.
5. The battery comprising the BESS has been installed in accordance with the manufacturer’s specifications.
6. Copies of any documentation provided by the manufacturer of the solar panels referenced in paragraph (1) or the battery referenced in paragraph (5) (including a copy of the full BESS specifications) stating the solar panels or battery,

as applicable, have been manufactured in accordance with such manufacturer's specifications, have been provided to Buyer.

7. Construction of the Facility has been completed in accordance with the terms and conditions of this Agreement, and the Facility possesses all of the characteristics required by, and satisfies all of, the Requirements.

8. The Facility has successfully completed all testing required by Prudent Utility Practices or any Requirement of Law to be completed prior to full commercial operation. Testing shall include but not be limited to operating the Facility for a period of not less than twenty (20) consecutive days delivering PV Delivered Energy in an amount equal to the PV System Contract Capacity and BESS Metered Output in an amount equal to the BESS Contract Capacity, in each case, during such period to the Point of Delivery.

9. The BESS has passed the Storage Capacity Test set forth in the Agreement.

10. Seller has obtained all of the Permits required for the development, construction, operation and maintenance of the Facility, including those identified in Appendix B-1 of the Agreement, and all such Permits are final and effective.

11. Seller has obtained the insurance specified on Appendix F of the Agreement.

12. Seller shall have entered into, and delivered to Buyer, an agreement providing for the operation and maintenance of the Facility with a Qualified Operator (which may be redacted for confidential or proprietary information), in form and substance reasonably satisfactory to Buyer, unless Seller provides the operation and maintenance of the Facility.

13. Buyer has received the Performance Security that complies with the terms of the Agreement.

14. Buyer has accepted Seller's proof of timely registration with NERC for all applicable Function Types in the NERC Compliance Registry in accordance with the currently effective NERC Rules of Procedure, including Seller's registration as both Generator Owner and Generator Operator.

15. Buyer has accepted Seller's mapping of NERC registered Function Types in accordance with the currently-effective WECC Entity Function Mapping procedures.

16. Buyer has received and found reasonably acceptable Seller's Q/A Program in accordance with Appendix G of the Agreement.

17. Full Capacity Deliverability Status has been achieved with respect to the Facility.

Upon reasonable notice and during regular business hours, Buyer's representative(s) may inspect the Facility and observe the testing associated with achievement of Commercial Operation, provided that such representative(s) of Buyer shall at all times comply with Seller's written instructions regarding safety and security while on the Site.

Signed,

Name:

Title:

Date:

APPENDIX 1
to
APPENDIX L-2
to
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

**FORM OF INDEPENDENT ENGINEER'S CERTIFICATE (COMMERCIAL
OPERATION DATE CERTIFICATE)**

This Independent Engineer Certificate is delivered by [*selected Independent Engineer*] ("***Independent Engineer***") in accordance with the terms of that certain Power Purchase Agreement dated as of [], 2022 (the "***Agreement***") by and between Southern California Public Power Authority ("***Buyer***") and Daggett Solar Power 2 LLC ("***Seller***"). Capitalized terms used herein but not defined in this Certificate shall have the meaning set forth in the Agreement.

In order to determine achievement of Commercial Operation of the Facility, Independent Engineer hereby certifies the following regarding the Facility's ability to deliver Delivered Energy:

1. Based on my professional judgment, after reasonable inquiry consistent with prudent industry practice, the solar panels comprising the PV System have been installed in accordance with the manufacturer's specifications.
2. The electrical collection system related to the solar panels referenced in paragraph (1) above is complete, functional, and energized for the Facility.
3. Seller's collector substation is complete and capable of delivering an as-available product.
4. The battery comprising the BESS has been installed in accordance with the manufacturer's specifications.
5. To the best of our knowledge, copies of any documentation provided by the manufacturer of the solar panels referenced in paragraph (1) or the battery referenced in paragraph (4) above (including a copy of the full BESS specifications) stating the solar panels or battery, as applicable, have been manufactured in accordance with such manufacturer's specifications, have been provided to Buyer.
6. The Facility is operational and interconnected with the Point of Delivery and capable of delivering the Delivered Energy and receiving and storing the BESS Metered Input as required under the Agreement.

7. Construction of the Facility has been completed in accordance with Prudent Utility Practices.
8. The Facility has successfully completed all testing required by Prudent Utility Practices to be completed prior to full commercial operation, including operating the Facility for a period of not less than twenty (20) consecutive days and delivering PV Delivered Energy up to the PV System Contract Capacity and BESS Metered Output up to the BESS Contract Capacity, in each case, during such period to the Point of Delivery.
9. The BESS has passed the Storage Capacity Test set forth in the Agreement.

The undersigned is a Licensed Professional Engineer in the State of California.

[Signature page follows]

Sincerely,

[SELECTED INDEPENDENT ENGINEER]

Name:

Title:

Date:

**APPENDIX M
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

SITE CONTROL DOCUMENTS

1. Solar Facility Ground Lease Agreement, dated as of October 29, 2021, by and between Daggett Land Holdings 2 LLC, a Delaware limited liability company, and Daggett Solar Power 2 LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar Facility Ground Lease, recorded October 29, 2021, as Document No. 2021-0491006 in the Official Records of the County of San Bernardino, State of California
2. Easement for Access and Utility Facilities, dated as of December 17, 2020, by and between George A. Stark and Jayne E. Stark and Daggett Solar Power 2 LLC, a Delaware limited liability company, recorded on January 14, 2021, as Document No. 2021-0021329 in the Official Records of the County of San Bernardino, State of California
3. Grant of Easement for Operations and Maintenance, Access and Utilities Facilities, dated as of September 30, 2021, by and between Daggett Land Holdings LLC, a Delaware limited liability company, and Daggett Solar Power 2 LLC, a Delaware limited liability company, and Daggett Solar Power 1 LLC, a Delaware limited liability company, recorded on October 14, 2021, as Document No. 2021-0468314 in the Official Records of the County of San Bernardino, State of California
4. Grant of Substation Area, dated as of September 30, 2021, by and between Daggett Land Holdings LLC, a Delaware limited liability company, and Daggett Solar Power 2 LLC, a Delaware limited liability company, recorded on October 14, 2021, as Document No. 2021-0468315 in the Official Records of the County of San Bernardino, State of California
5. Easement for Access and Utility Facilities, dated as of March 10, 2021, by and between Glen A. Van Dam and Jennifer Van Dam, Trustees of the Van Dam Family Trust, dated October 28, 2009, and Daggett Solar Power 3 LLC, recorded March 15, 2021 as Document No. 2021-0116684 in the Official Records of the County of San Bernardino, State of California, as partially assigned to Daggett Solar Power 1, LLC, a Delaware limited liability company, and Daggett Solar Power 2 LLC, a Delaware limited liability company, per that certain Assignment and Assumption of Co-Tenancy Interest in Gen-Tie Easements, dated as of September 30, 2021 and recorded on October 14, 2021 as Document No. 2021-0468313 in the Official Records of the County of San Bernardino, State of California

6. Grant of Easement(s), by and between Southern California Edison Company, a corporation, and Daggett Solar Power 3 LLC, a Delaware limited liability company, recorded on January 14, 2021 as Document No. 2021-0021328 in the Official Records of the County of San Bernardino, State of California, as amended by that certain Amendment of Grant of Easement, dated August 10, 2021, and recorded on August 11, 2021, as Document No. 2021-0362231 in the Official Records of the County of San Bernardino, State of California, as partially assigned to Daggett Solar Power 1 LLC and Daggett Solar Power 2 LLC, per that certain Assignment and Assumption of Co-Tenancy interest in Gen-Tie Easements, dated as of September 30, 2021, and recorded on October 14, 2021 as Document No. 2021-0468313 in the Official Records of the County of San Bernardino, State of California

7. Grant of Easement, dated as of December 28, 2017, by and between Genon California South, L.P., a Delaware limited partnership, formerly known as NRG California South LP, a Delaware limited partnership, and Daggett Solar Power 1 LLC, and recorded on January 10, 2018, as Document No. 2018-0008134 in the Official Records of the County of San Bernardino, State of California, as amended by that certain First Amendment to Grant of Easement, dated as of October 11, 2021 and recorded on October 12, 2021, as Document No. 2021-0464372 in the Official Records of the County of San Bernardino, State of California, as partially assigned to Daggett Solar Power 2 LLC and Daggett Solar Power 3 LLC, per that certain Assignment and Assumption of Co-Tenancy Interest in Gen-Tie Easements, dated as of September 30, 2021 and recorded on October 14, 2021, as Document No. 2021-0468313 in the Official Records of the County of San Bernardino, State of California

8. License and Consent Agreement, dated as of April 13, 2022, by and between the City of Los Angeles, a California municipal corporation and entity, acting by and through its Department of Water and Power, and Daggett Land Holdings LLC, Daggett Solar Power 1 LLC, Daggett Solar Power 2 LLC, and Daggett Solar Power 3 LLC

9. License and Consent Agreement, dated as of April 7, 2022, by and between Intermountain Power Agency, a political subdivision of the State of Utah, and Daggett Land Holdings LLC, Daggett Solar Power 1 LLC, Daggett Solar Power 2 LLC, and Daggett Solar Power 3 LLC

APPENDIX N
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

SALE LEASEBACK REQUIREMENTS

(a) Performance of Lease Obligations. Seller shall at all times keep, perform, observe and comply with, or cause to be kept, performed, observed and complied with, all material covenants, agreements, conditions and other provisions required to be kept, performed, observed and complied with by or on behalf of Seller from time to time pursuant to the Lease, and Seller shall not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, would reasonably be expected to impair the rights of Seller under the Lease, or could be grounds for the Sale Leaseback Lessor to terminate the Lease.

(b) Notice of Default. Seller shall give Buyer immediate notice of (i) any default or of any event which, with the giving of notice or passage of time, or both, would become a default under the Lease or of the receipt by Seller of any notice from the Sale Leaseback Lessor thereof, or (ii) the commencement or threat of any action or proceeding or arbitration pertaining to the Lease. Buyer, at its option, may take any action (but shall not be obligated to take any action) from time to time deemed necessary or desirable by Buyer to prevent or cure, in whole or in part, any default by Seller under the Lease. Seller shall deliver to Buyer, promptly following service or delivery thereof on, to or by Seller, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration.

(c) Sale Leaseback Lessor Bankruptcy. In the event of the termination, rejection, or disaffirmance by Sale Leaseback Lessor (or by any receiver, trustee, custodian, or other party that succeeds to the rights of the Sale Leaseback Lessor) under the Lease pursuant to the Bankruptcy Code (U.S.C. §§ 101 et seq.), Seller shall cooperate and work in good faith with Buyer to exercise Seller's rights under Section 365 of the Bankruptcy Code (including, without limitation, the election available pursuant to Section 365(h) of the Bankruptcy Code, and any successor provision) in a manner consistent with and in furtherance of the purpose of the Agreement and Buyer's interests in the Agreement (by which Seller acknowledges the importance of the Lease as security). Without limiting the generality of the foregoing sentence, Seller shall not, without Buyer's prior written consent, which shall not be unreasonably withheld, elect to treat the Lease or the leasehold estate created thereby as terminated under Section 365 of the Bankruptcy Code, after rejection or disaffirmance of the Lease by the Sale Leaseback Lessor (whether as debtor in possession or otherwise) or by any trustee of the Sale Leaseback Lessor, and any such election made without such consent shall be void at inception and of no force or effect. At the request of Buyer, Seller will join in any election made by Buyer under the Bankruptcy Code and will take no action in contravention of the rights granted to Buyer pursuant this Section (c). In the event there

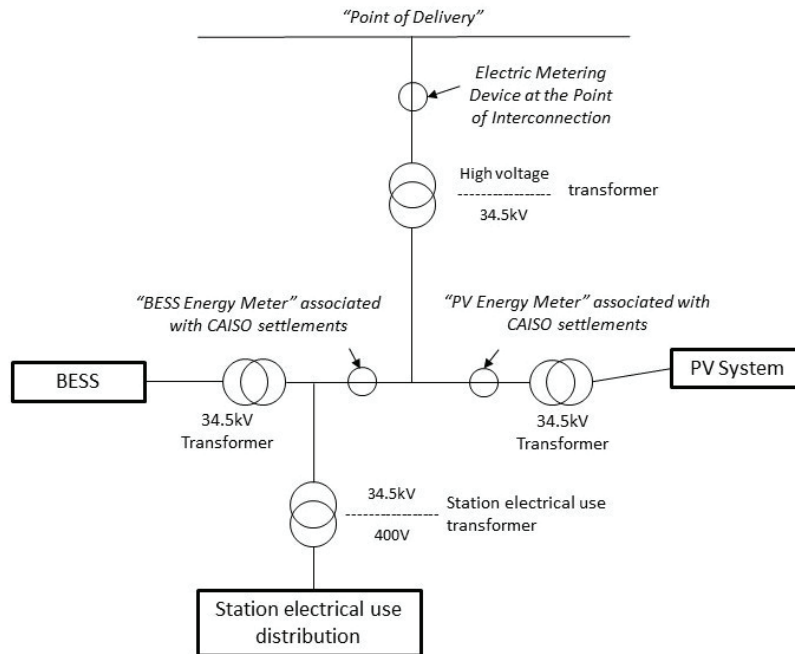
is a termination, rejection, or disaffirmance by the Sale Leaseback Lessor (whether as debtor in possession or otherwise) or by any trustee of the Sale Leaseback Lessor pursuant to the Bankruptcy Code and, Seller elects, with Buyer's consent, to have Seller remain in possession under any legal right Seller may have to occupy the property pursuant to the Lease, then Seller shall remain in such possession and shall perform all acts necessary for Seller to retain its right to remain in such possession, whether such acts are required under the then existing terms and provisions of the Lease or otherwise.

(d) Seller Bankruptcy. In the event that a petition under the Bankruptcy Code shall be filed by or against Seller and Seller or any trustee of Seller shall decide to reject or disaffirm the Lease pursuant to the Bankruptcy Code (or allow the same), Seller shall give Buyer at least ten (10) days prior notice of the date on which application shall be made to the court for authority to reject or disaffirm the Lease or the Lease will be otherwise rejected. Buyer shall have the right, but not the obligation, to serve upon Seller or such trustee within such ten (10) day period a notice stating that (i) Buyer demands that Seller (whether as debtor in possession or otherwise) or such trustee assume and assign the Lease to Buyer pursuant to the Bankruptcy Code, and (ii) Buyer covenants to cure, or to provide adequate assurance of prompt cure of, all defaults (except defaults of the type specified in Section 365(b)(2) of the Bankruptcy Code) and to provide adequate assurance of future performance under the Lease. In the event that Buyer serves any such notice as provided above, Seller (whether as debtor in possession or otherwise) shall not seek to reject or disaffirm the Lease and Seller (whether as debtor in possession or otherwise).

(e) Default Cure (non-bankruptcy). In the event of monetary default under the Lease other than in connection with a bankruptcy filing by or against Seller, upon any payment by Buyer to cure any default of Seller, as lessee thereunder, and thereby to prevent termination of the Lease or the exercise of any other remedy of the Sale Leaseback Lessor thereunder arising out of such default, Seller, within ten (10) days following receipt of notice from Buyer that it made such payment, shall pay the amount of such payment to Buyer plus interest accruing thereon at the Interest Rate, from and including the date of the payment by Buyer to cure such default to but excluding the date of such payment by the Seller.

(f) Memorandum. A memorandum of the Lease shall be recorded in the applicable county.

APPENDIX O
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
METERING DIAGRAM



**APPENDIX P
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF CONSENT AND AGREEMENT**

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of _____, 202__, is executed by and among Southern California Public Power Authority, a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) (“Buyer”), [____], in its capacity as collateral agent for the Secured Parties (as defined in the below defined Financing Agreement) (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) and Daggett Solar Power 2 LLC, a Delaware limited liability company (“Seller”). Each of Buyer, Seller and the Collateral Agent is referred to under this Agreement as a “Party,” and together they are referred to as the “Parties”. Capitalized terms used but not defined herein shall have the meanings set forth in the PPA (as defined below) in effect on the date hereof.

RECITALS

A. [_____] (“Borrower”)[, an indirect owner of Seller,] has entered into that certain Financing Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), with the financial institutions from time to time party thereto as lenders and letter of credit issuing banks (collectively, the “Lenders”), [____], as administrative agent for the Lenders, the Collateral Agent, and the other agents and Persons party thereto, pursuant to which the Lenders have agreed to extend financing to Borrower, the proceeds of which are to be utilized for the construction, ownership, operation and maintenance of an approximately 65 MWac solar-powered electric generating facility (the “PV System”) and 132 MWh battery energy storage system (“BESS” and, together with the PV System, the “Facility”, as further described in the PPA) located in San Bernardino County, California.

B. Seller and Collateral Agent have entered into a [Guarantee and Security Agreement], dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) under which Seller collaterally assigned its interest under the PPA to Collateral Agent as collateral for the credit facilities under the Financing Agreement and a deed of trust or mortgage under which Seller has granted to Collateral Agent a lien on the Facility to be recorded in San Bernardino County, California (the “Financing Deed of Trust”). Additionally, [_____] (“Pledgor”) has entered into a [Guarantee, Pledge and Security Agreement], dated as of the date hereof (as amended, amended

and restated, supplemented or otherwise modified from time to time, the “Pledge Agreement” and, together with the Security Agreement and Financing Deed of Trust, the “Construction Period Collateral Documents” and, together with the Financing Agreement and any related agreements or documents, the “Financing Documents”) with Collateral Agent pursuant to which it has pledged to Collateral Agent all of the membership interests in Seller, to secure Borrower’s obligations under the Financing Agreement.

C. Buyer and Seller entered into that certain Power Purchase Agreement, dated as of [] (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “PPA”), pursuant to which Seller will develop, finance, construct, own, and operate the Facility, and will, except as otherwise provided in the PPA, sell the Energy from the Facility to Buyer.

D. Pursuant to Section 13.3 of the PPA, Seller has requested Buyer’s consent to collateral assignment, pursuant to the Security Agreement, by Seller to the Collateral Agent of all of Seller’s right, title and interest in, to and under the PPA, to the grant of the liens in the Facility pursuant to the Financing Deed of Trust and to the pledge of the direct and indirect membership interests in Seller to the Collateral Agent.

AGREEMENT

1. Assignment and Agreement.

1.1 Consent to Assignment. Buyer hereby consents to the collateral assignment to the Collateral Agent, pursuant to the Security Agreement, of all of Seller’s rights, title and interest in, to and under the PPA (including, without limitation, the right to receive payment thereunder), the granting of Liens on all property of Seller pursuant to the Construction Period Collateral Documents, the pledge of direct membership interests in Seller to the Collateral Agent as security for Borrower’s obligations under the Pledge Agreement, the pledge of the indirect membership interests in Seller to the Collateral Agent pursuant to the terms of the Financing Agreement and Buyer acknowledges that the Collateral Agent and is a “Facility Lender” for purposes of the PPA. Subject to the terms and conditions of this Consent, Buyer agrees that, in exercising its remedies under the Construction Period Collateral Documents, the Collateral Agent may exercise Seller’s rights under the PPA.

1.2 Notices: Right to Cure by the Collateral Agent. Upon the occurrence of a Default (as defined under the PPA) by Seller under the PPA, Buyer shall give concurrent notice of such Default to Seller and the Collateral Agent. Upon receipt of notice from the Collateral Agent, Buyer agrees to accept the exercise and cure by the Collateral Agent of the Default if such exercise and cure is in compliance with the PPA and this Consent. Buyer shall not terminate or suspend its performance under the PPA until the Collateral Agent has been given: (a) if such Default is a monetary Default, thirty (30) days after the later of (i) the expiration of all cure periods available to Seller under the PPA and (ii) receipt of such notice to cure a monetary Default or, (b) if such Default is a nonmonetary Default, sixty (60) days after the later of (i) the expiration of all cure periods available to Seller under the PPA and (ii) receipt of such notice (or up to thirty (30) additional days, so long as the Collateral Agent reasonably demonstrates to Buyer that it is diligently pursuing appropriate action to cure and is making sufficient progress toward curing such

Default); provided, however, that (x) if possession of the Facility is necessary to cure any such nonmonetary Default and the Collateral Agent commenced foreclosure proceedings within thirty (30) days after the Collateral Agent's receipt of notice of Default from Buyer and are diligently pursuing such foreclosure proceedings, the Collateral Agent will be allowed a reasonable additional period of time, not to exceed ninety (90) days after receipt of such notice of Default from Buyer, to complete such proceedings and cure such Default, and (y) if the Collateral Agent is prohibited from curing any such Default by any process, stay or injunction issued by any Governmental Authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Seller, then the time periods specified herein for curing a Default shall be extended for the period of such prohibition, so long as the Collateral Agent has diligently pursued removal of such process, stay or injunction, but in no event more than two hundred thirty (230) days. Failure of Buyer to provide such notice to the Collateral Agent shall not constitute a breach of the PPA or this Consent by Buyer and the Collateral Agent agrees that Buyer shall have no liability to the Collateral Agent for such failure whatsoever; provided that no claim of Default or termination of the PPA by Buyer shall be binding without such notice and the lapsing of the applicable periods set forth above. If the Collateral Agent fails to cure a Default within the applicable period, Buyer shall have all its rights and remedies with respect to such Default as set forth in the PPA.

1.3 Subsequent Owner. Subject to the terms and conditions of this Consent, the Parties agree that the Collateral Agent shall, concurrent with any statutory notice required to be delivered to Seller, give notice in writing to Buyer not less than thirty (30) days prior to the date of any foreclosure or transfer of the Facility and the PPA (a "Foreclosure Sale") and, in addition, the Collateral Agent shall subsequently notify Buyer following any transfer pursuant to such foreclosure. If the Collateral Agent notifies Buyer in writing that it has completed foreclosure on the Facility and PPA pursuant to the Construction Period Collateral Documents, taken a "deed in lieu of foreclosure" with respect to the Facility and PPA, or otherwise transferred the Facility and PPA, the Collateral Agent or its permitted successors or assigns, or any other purchaser of the Facility (each such Person, including the Collateral Agent that is a transferee, a "Subsequent Owner"), shall be recognized as a party substituting for Seller under the PPA so long as such the Subsequent Owner meets the qualifications for a Qualified Transferee and each Subsequent Owner expressly assumes Seller's obligations under the PPA, and the terms and conditions of the PPA as in effect on such date of transfer or foreclosure shall continue to apply to such Subsequent Owner; provided, however, it is acknowledged and agreed that [insert name of Collateral Agent that is a party to this Consent] is a Qualified Transferee.

1.4 [Reserved].

1.5 Foreclosure Sale. In the event a Foreclosure Sale or deed in lieu of foreclosure under the Construction Period Collateral Documents shall take place, Buyer or any Participating Member shall have the right to bid at such Foreclosure Sale for the purchase of the Facility. The Collateral Agent may sell the membership interests in Seller pursuant to such Foreclosure Sale.

1.6 Third Party Beneficiary. No action of Buyer taken pursuant to the exercise of its rights as provided in this Consent shall be deemed to be a waiver of any right accruing to Buyer on account of the occurrence of any matter which constitutes a default or a breach of Seller's obligations under the Financing Agreement or the PPA.

1.7 No Assignment. Buyer agrees that it shall not, without the prior written joint consent of Seller and the Collateral Agent (such consent to not be unreasonably withheld, conditioned or delayed) sell, assign or transfer any of its rights under the PPA, other than in accordance with Section 14.7 of the PPA. The Collateral Agent shall be deemed to have consented to such sale, assignment or transfer should it fail to respond within forty-five (45) days after the date of the notice from Buyer is received by the Collateral Agent.

1.8 Limitation of Liability.

(a) Seller agrees that it shall indemnify and hold Buyer harmless from any third-party claims, losses, liabilities, damages, costs or expenses (including, without limitation, any direct, indirect or consequential claims, losses, liabilities, damages, costs or expenses, including legal fees) in connection with or arising out of any of the transactions related to the Financing Agreement and the Construction Period Collateral Documents or this Consent.

(b) In the event of any Foreclosure Sale, or the taking of any deed in lieu of foreclosure, in connection with an exercise of remedies under any Construction Period Collateral Documents, the Collateral Agent shall, if performance of the PPA is reasonably possible, cause the Subsequent Owner to assume in writing and agree to be bound by the covenants and agreements of Seller in the PPA; provided, however, that until the Subsequent Owner executes and delivers to Buyer a written assumption of Seller's obligations under the PPA, in form and substance reasonably acceptable to Buyer, such Person will not be entitled to any of the benefits of the PPA. The Collateral Agent agrees that in no event shall Buyer be liable to the Collateral Agent or any Subsequent Owner for any claims, losses, expenses or damages whatsoever under the PPA other than liability Buyer may have to Seller under the PPA. In the event a Subsequent Owner elects to perform Seller's obligations under the PPA in accordance with Section 1.3 hereof, the recourse of Buyer in seeking the enforcement of such obligations shall be limited to any Project Development Security, or the Delivery Term Security, as applicable, provided pursuant to the PPA and the value (taking into account indebtedness secured by the Facility, including indebtedness arising in connection with such Project Development Security or the Delivery Term Security, as applicable) of the Subsequent Owner's interest in the Facility.

1.9 Reinstatement. In the event that the PPA is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, and if, within forty-five (45) calendar days after such rejection, the Collateral Agent shall so request, Buyer will execute and deliver to the Collateral Agent a new power purchase agreement, which power purchase agreement shall be on the same terms and conditions as the original PPA for the remaining term of the original PPA before giving effect to such rejection, and which shall require the Collateral Agent to cure any defaults then existing under the original PPA other than the default under the original PPA attributed to the bankruptcy or insolvency of Seller.

2. Payments under the PPA. Without limiting the rights of Buyer under the PPA, Buyer shall pay any amounts owed in the manner and when required under the PPA directly to the accounts specified below or otherwise designated by the Collateral Agent to Buyer in writing. From and after such time as an entity qualifies as a Subsequent Owner, Buyer shall pay all such amounts owed directly to or at the written direction of such Subsequent Owner. Commencing on the date of this Consent and until the occurrence of the Term Conversion Date (as defined in the

Financing Agreement and which shall only occur for purposes of this Consent after Buyer receives written notice thereof from the Collateral Agent) (the “Construction Loan Discharge Date”), Seller hereby directs Buyer, and Buyer agrees, to make all payments and amounts Buyer is obligated to pay to Seller under the PPA, which payments shall satisfy any such payment obligations of Buyer to Seller in full and complete satisfaction of Buyer’s obligations to Seller under the PPA to the following account:

Bank Name: [_____]

Account Number: [_____]

ABA Number:[_____]

Account Name: [_____]

Ref: [_____]

The Collateral Agent and Seller agree that any change in payment notification shall become effective within thirty (30) days after receipt by Buyer of written notice thereof in accordance with this Consent. Buyer shall have no liability to Seller or any Secured Party (or their successors and assigns) for making payments due or to become due under the PPA to any Secured Party or for failure to direct any payments to the Collateral Agent rather than Seller.

3. Acknowledgements; Representations and Warranties.

3.1 Buyer. Buyer hereby represents and warrants to the Collateral Agent as of the date of this Consent as follows:

Buyer agrees that any foreclosure by the Collateral Agent on the direct or indirect membership interests in Seller, or any parent entity of Seller and any subsequent transfer to a third party by the Collateral Agent after such foreclosure, upon the occurrence of a default under the Financing Agreement shall not constitute a breach under the PPA so long as the Facility is operated and maintained by a Qualified Operator following any such foreclosure and subsequent transfer. Collateral Agent shall obtain Buyer’s consent (such consent not to be unreasonably withheld) prior to any transfer by Collateral Agent of the membership interests in Borrower or Pledgor upon the occurrence of a default by Borrower under the Financing Agreement to an entity other than a Qualified Transferee.

3.2 Seller and Collateral Agent.

(a) Seller and the Collateral Agent acknowledge that Buyer has not made and hereby makes no representation or warranty, expressed or implied, that Seller has any right, title or interest in the collateral secured by the Construction Period Collateral Documents (the “Collateral”) and the Collateral Agent acknowledges that it has not relied upon any such representations of Buyer. The Collateral Agent acknowledges that it is responsible for satisfying itself as to the existence and extent of Seller’s right, title, and interest in the Collateral.

(b) Except as otherwise expressly provided herein, the Collateral Agent acknowledges

that Buyer shall not have any contractual obligations to the Collateral Agent, and the Collateral Agent acknowledges that it has not relied upon any representations of Buyer in connection with its lending arrangements with Borrower for the Facility.

(c) Except with respect to performance of the agreements contained herein, Seller and the Collateral Agent acknowledge that Buyer shall have no liability to Seller or the Collateral Agent resulting from or related to this Consent, or for consenting to any future assignments of the Collateral or any interest of Seller or the Collateral Agent therein.

(d) Seller and the Collateral Agent each agree that Buyer shall, at all times, have (and Buyer hereby expressly reserves) the right to set off or deduct from payments due to Seller under the PPA amounts owing to Buyer by Seller under the PPA, in each case solely in accordance with Section 11.5 of the PPA.

(e) Collateral Agent represents and warrants that it is duly authorized, on behalf of the Secured Parties it represents, to enter into and perform its obligations under this Consent.

4. Miscellaneous.

4.1 Governing Law; Submission to Jurisdiction.

(a) This Consent shall be governed by, interpreted, and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

(b) All litigation arising out of, or relating to this Consent, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

4.2 Conflicts. Except as otherwise set forth herein, this Consent does not modify or alter any of the terms of the PPA. As between the Buyer and the Seller, to the extent the terms and conditions herein conflict with those in the PPA, the terms and conditions of the PPA shall control. Except as set forth herein, Buyer shall have no obligation or liability to the Collateral Agent with respect to the PPA. For purposes of this provision, Seller and Buyer agree that the acknowledgments and consents provided in Section 1.1, the extended cure periods provided in Section 1.2, the rights of a Subsequent Owner in Section 1.3, the restriction on assignment in Section 1.7, the payments pursuant to Article 2, and the agreement regarding change in control in Section 3.1 do not conflict with the PPA.

4.3 Counterparts. This Consent may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument. Any signature page of this Consent may be detached from any counterpart of this Consent without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Consent identical in form hereto by having attached to it one or more signature pages.

4.4 Amendment; Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed

by Buyer, Seller and the Collateral Agent.

4.5 Successors and Assigns. This Consent shall be binding upon and inure to the benefit of Buyer, Seller, the Collateral Agent and each of their respective successors and permitted assigns.

4.6 Attorneys' Fees. Seller shall reimburse Buyer for all actual and documented costs and expenses incurred by Buyer in connection with the facilitation of Seller's collateral assignment or pledge of the PPA, or any other action taken in connection with the transactions contemplated in this Consent, or otherwise pursuant to any request made by Seller or the Collateral Agent.

4.7 Representation by Counsel. Each of the Parties was represented by its respective legal counsel during the negotiation and execution of this Consent.

4.8 Estoppel Certificate. Buyer agrees to deliver to the Collateral Agent and any Tax Equity Investor a customary estoppel certificate, substantially in the form of Exhibit A, on or about the date of delivery of this Consent[, in connection with the initial funding by the Tax Equity Investors,] and in connection with the achievement of Commercial Operation of the Facility following receipt of a written request therefor from Seller.

4.9 Notices. Any communications between the Parties or notices provided herein to be given shall be given to the following addresses:

If to Seller:

Daggett Solar Power 2 LLC

c/o [_____]

If to Buyer:

Southern California Public Power Authority

1160 Nicole Court

Glendora, CA 91740

Attn: Executive Director

Tel: (626) 793-9364

Fax: (626) 793-9461

If to the Collateral Agent:

[_____]

as Collateral Agent

[_____]

[_____]

Attention: [_____]

Email: [_____]

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) if mailed by first-class United States Mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by prepaid telegram or by facsimile. Any Party may change its address for notice hereunder by giving written notice of such change to the other Parties.

4.10 Termination of Collateral Documents and Consent. Seller and Collateral Agent agree that upon the termination of the Construction Period Collateral Documents on the Term Conversion Date, the only remaining collateral security of the Collateral Agent securing the obligations of the Borrower under the Financing Agreement will be the membership interests in, and any assets of, the Pledgor and the Borrower and [____], and there will be no remaining collateral security of the Collateral Agent in the Seller or its assets that secures the obligations of the Borrower under the Financing Documents. Seller agrees to deliver notice of the occurrence of the Term Conversion Date to Buyer (with a copy to Collateral Agent) promptly but in no event more than 10 days after such Term Conversion Date. The Parties agree that, as of such date, any rights, duties or obligations arising hereunder shall terminate and no longer be applicable; provided, that Sections 1.1, 1.8(a), 3, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.9 and 4.10 shall survive the termination of this Consent. Upon the occurrence of the Term Conversion Date, if requested by Seller, Buyer shall enter into an agreement that provides to Seller's direct or indirect tax equity investors rights substantially the same as those set forth in Section 4.11 of the Form of Consent to Collateral Assignment attached as Appendix P to the PPA.

4.11 [Tax Equity Investor Accession. Each of Buyer, Lender, Seller and the Tax Equity Investors hereby agree as follows:

(a) Effective as of the earlier to occur of (1) the date that the obligations under the Financing Documents are repaid in full; (2) the Term Conversion Date and (3) [_____]; provided that clause 4.11(a)(i) below shall not be applicable until the earlier to occur of one of subclauses (1) or (2) of this clause 4.11(a):

i. The rights of the Lender under Section 1 hereof and the payment direction in Section 2 hereof will terminate.

ii. Buyer will not terminate the PPA or suspend its performance under the PPA on account of any Default (as defined under the PPA) of Seller thereunder, without written notice to the Tax Equity Investors and first providing to the Tax Equity Investors and the right to cure the relevant Default during the cure period (if any) applicable to such Default under the PPA.

Failure of Buyer to provide notice to the Tax Equity Investors shall not constitute a breach of the PPA or this Consent by Buyer, and Buyer shall have no liability to any Tax Equity Investor for any such failure; provided that no claim of Default or termination of the PPA by Buyer shall be binding without such notice and the lapsing of the applicable cure periods (if any) set forth in the PPA. Following notice to the Tax Equity Investors and the lapsing of any applicable cure period, Buyer may exercise any remedies under the PPA with respect to such Default, including terminating the PPA or suspending its performance under the PPA.

(b) The address of the Tax Equity Investors for purposes of all notices and other communications is:

[_____]

and

[_____]

With copies to:

[_____]

and

[_____]

and

[_____]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Consent and Agreement to be duly executed and delivered as of the date first above written.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,

as Buyer

By: _____

President

Date:

Attest: _____

Assistant Secretary

DAGGETT SOLAR POWER 2 LLC,

a Delaware limited liability company

as Seller

By: _____

Name:

Title:

[_____] ,

as Collateral Agent for the Secured Parties

By: _____

Name:

Title:

**EXHIBIT A
TO
CONSENT AND AGREEMENT**

FORM OF PPA ESTOPPEL CERTIFICATE

[Insert Date]

Reference is made to that certain Power Purchase Agreement, dated as of [____], 202[___] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “PPA”), by and between the Southern California Public Power Authority, a public entity and joint powers agency formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) (“Buyer”), and Daggett Solar Power 2 LLC, a Delaware limited liability company (“Seller”). Terms used herein but not defined herein have the same meanings as in the PPA.

Buyer hereby confirms and agrees as of the date hereof as follows:

1. The copy of the PPA, as amended, attached hereto as Exhibit A, constitutes a true and complete copy of the PPA.

2. The PPA is in full force and effect and has not been modified or amended in any way [since [____], 20[___]], and constitutes the only agreement between Buyer and Seller, other than that certain Consent and Agreement dated as of [____], 202[___], by and among Buyer, Seller and [____], as the Collateral Agent (as defined therein).

3. Buyer has not transferred or assigned its interest in the PPA.

4. Buyer is not in default under the PPA, nor has Buyer breached any of its representations, warranties, agreements or covenants under the PPA and, to Buyer’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice nor both, would constitute a default or breach by Buyer under the PPA or which would give Seller the right to terminate the PPA. To Buyer’s knowledge, Seller is not in default under the PPA nor, to Buyer’s knowledge, has Seller breached any of its representations, warranties, agreements or covenants under the PPA and, to Buyer’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice nor both, would constitute a default or breach by Seller under the PPA or which would allow Buyer to terminate the PPA.

5. All representations made by Buyer in the PPA were true and correct as of the effective date of the PPA and continue to be true and correct as of the date hereof.

6. To Buyer’s knowledge, no event, act, circumstance, or condition constituting an event of Force Majeure under the PPA has occurred and is continuing.

7. Seller has not claimed any amounts under the indemnification obligation of Buyer set forth in the PPA (except as disclosed to the investors in the applicable Tax Equity Financing).

8. To Buyer's knowledge, Buyer has no existing counterclaims, offsets, or defenses against Seller under the PPA. Buyer has no present knowledge of any facts entitling Buyer to any material claim, counterclaim or offset against Seller in respect of the PPA.

9. All payments due and payable as of the date hereof, if any, under the PPA, by Buyer have been paid in full through the period ending on the date hereof.

10. Seller has achieved each Milestone set forth in Appendix I to the PPA that is to be completed on or prior to the date hereof.

11. To Buyer's knowledge, Buyer has no notice of, and has not consented to, any previous assignment of all or any part of Seller's rights under the PPA.

12. [The Commercial Operation Date of the Facility occurred on [____], 20[____].

13. The PV System Contract Capacity of the Facility as of the Commercial Operation Date is [____] MW.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer has caused this Certificate to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

Name

Title:

Exhibit A to Estoppel Certificate

PPA

See attached.

APPENDIX Q
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

OPERATING RESTRICTIONS

A. BESS Operating Restrictions

The BESS shall be subject to the following Operating Restrictions:

	Description	Value	Notes
1.	BESS Contract Capacity	33 MW	
2.	Maximum Stored Energy Level	33 MW for 4 hours	
3.	Minimum Stored Energy Level	0 MWh	Maximum time at Minimum Stored Energy Level is 100hrs
4.	Maximum Charging Capacity	33 MW	
5.	Minimum Charging Capacity	0 MW	
6.	Maximum Discharging Capacity	33 MW	
7.	Minimum Discharging Capacity	0 MW	
8.	Maximum State of Charge (SOC) during Charging	100 %	SOC is relative to Maximum Stored Energy Level
9.	Minimum State of Charge (SOC) during Discharging	0 %	SOC is relative to Maximum Stored Energy Level
10.	Annual Average State of Charge Range (SOC)	<40%	Measured during each Contract Year
11.	Annual Cycle Limit	365 cycles / year	One (1) cycle is equal to 1 kWh throughput per kWh calculated by the product of the Storage Contract Capacity and discharge hours Not to exceed the stated value Measured during each Contract Year

12.	Daily Dispatch Limits	Two cycles per operating day	One (1) cycle is equal to 1 kWh throughput per kWh calculated by the product of the Storage Contract Capacity and discharge hours Not to exceed the stated value
13.	Manual Dispatch Commands	All dispatch commands from the Buyer must use the Seller-supplied EMS	

B. Additional Operating Restrictions

The Facility shall be subject to the follow Operating Restrictions:

1. Dispatch cannot cause Delivered Energy to exceed the PV Contract Capacity.

**APPENDIX R
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

APPROVED VENDORS

Solar Panels:

JA Solar
Trina
Longi
Canadian Solar
Waaree

Batteries:

Wärtsilä
CATL
Samsung SSDI

**APPENDIX S
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

LEGAL OPINIONS

1. Based solely upon our review of the Opinion Party's articles of organization and the Good Standing Certificates, the Opinion Party is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, is qualified to do business in, and is in good standing under the laws of, the State of California, and has all requisite limited liability company power and authority to execute, deliver, and perform its obligations under the Agreement.

2. The execution and delivery by the Opinion Party of the Agreement, and the performance by the Opinion Party of its obligations thereunder, have been duly authorized by all necessary limited liability company action on the part of the Opinion Party. The Opinion Party has duly executed and delivered the Agreement.

3. The Agreement constitutes the legally valid and binding obligation of the Opinion Party, enforceable against the Opinion Party in accordance with its terms, in each case except (a) as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, or other similar laws relating to or affecting the rights of creditors generally and (b) as the enforceability of the Agreement is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including without limitation (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy, and (ii) concepts of materiality, reasonableness, good faith and fair dealing.

4. Neither the Opinion Party's execution and delivery of the Agreement, nor the performance by the Opinion Party of its obligations thereunder, violates (a) any law or regulation of the United States of America, the State of California, or the State of Delaware applicable to the Opinion Party, (b) any provision of the Opinion Party's articles of organization and limited liability company agreement, or (c) any judgment, order, writ, injunction or decree, in each case, that is binding on the Opinion Party.

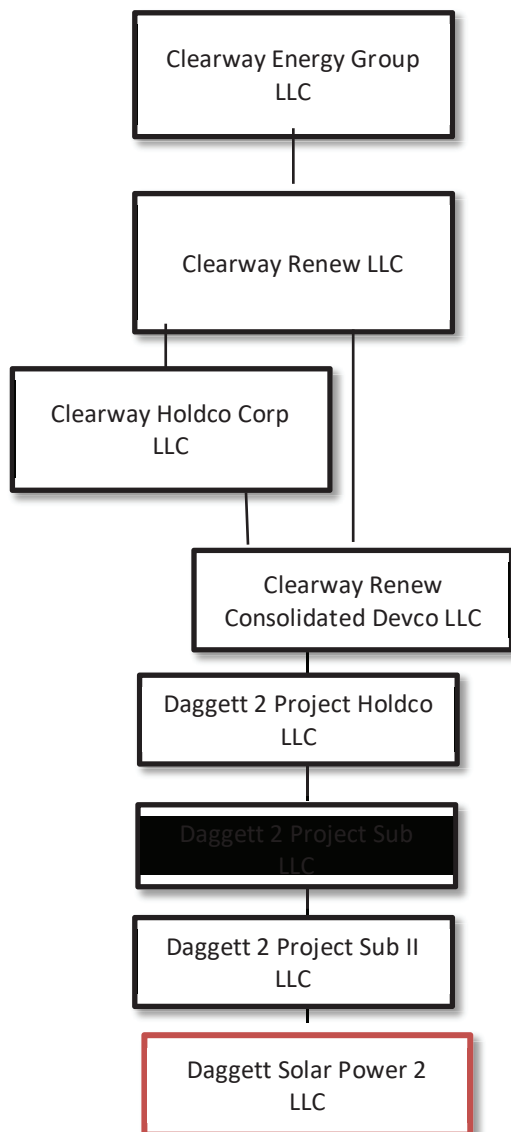
5. No authorization, consent, or other approval of, or registration, declaration, or other filing (a) with any governmental authority of the United States of America, the State of California, or the State of Delaware is required on the part of the Opinion Party for the execution and delivery by the Opinion Party of the Agreement, or (b) under any law or regulation of the United States, the State of California, or the State of Delaware is required on the part of the Opinion Party for the performance by the Opinion Party of its obligations under the Agreement, other than those routine

authorizations, consents, approvals, registrations, and filings which may be required in the future for the Opinion Party to conduct its business, maintain its existence, and remain in good standing in the State of Delaware.

6. The Opinion Party has the limited liability company power to (a) execute, deliver, and perform its obligations under the Agreement, (b) own, lease, and operate its properties, and (c) carry on its business.

**SCHEDULE 12.2(h)
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**UPSTREAM EQUITY OWNERS, SELLER'S ULTIMATE PARENT AND
ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF SELLER AND UPSTREAM
EQUITY OWNERS**



POWER PURCHASE AGREEMENT

BETWEEN

DAGGETT SOLAR POWER 2 LLC

AND

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Dated as of [], 2022

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND INTERPRETATION	1
Section 1.1 Definitions.....	1
Section 1.2 Interpretation.....	26
ARTICLE II EFFECTIVE DATE, TERM, AND EARLY TERMINATION.....	27
Section 2.1 Effective Date	27
Section 2.2 Term.....	27
Section 2.3 Survivability.....	28
Section 2.4 Early Termination	28
ARTICLE III DEVELOPMENT OF THE FACILITY.....	28
Section 3.1 General.....	28
Section 3.2 Site Confirmation.....	29
Section 3.3 Subcontracts.....	30
Section 3.4 Certification of Commercial Operation Dates	30
Section 3.5 Milestone Schedule; Delay Damages	30
Section 3.6 Decommissioning and Other Costs.....	33
Section 3.7 CEC Certification.....	33
ARTICLE IV OPERATION AND MAINTENANCE OF THE FACILITY.....	33
Section 4.1 General Operational Requirements.....	33
Section 4.2 Operation and Maintenance Plan.....	33
Section 4.3 Operation and Use of the BESS; Grid Charging.	34
Section 4.4 Outages	34
ARTICLE V COMPLIANCE DURING CONSTRUCTION AND OPERATIONS; SECURITY.....	36
Section 5.1 In General.....	36
Section 5.2 Buyers' Rights to Monitor in General	36
Section 5.3 Effect of Review by Buyer	37
Section 5.4 Compliance with Standards.	37
Section 5.5 Quality Assurance Program.....	38
Section 5.6 Reporting and Information.....	38
Section 5.7 Performance Security.....	38
ARTICLE VI PURCHASE AND SALE OF PRODUCT	40
Section 6.1 Deliveries; Purchases by Buyer.....	40
Section 6.2 Third Party Sales.....	40
ARTICLE VII TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS; COMPLIANCE.....	41
Section 7.1 Transmission and Interconnection	41
Section 7.2 Scheduling Coordinator; CAISO Cost Allocation.....	41
Section 7.3 Forecasting and Scheduling of Energy	41
Section 7.4 Curtailment	44

TABLE OF CONTENTS
(continued)

	<u>Page</u>
Section 7.5 [Reserved]	45
Section 7.6 Title; Risk of Loss.....	45
Section 7.7 RPS and EPS Compliance	45
Section 7.8 Change in CAISO Tariff.....	46
Section 7.9 Change in Market Structure	47
ARTICLE VIII ENVIRONMENTAL ATTRIBUTES.....	47
Section 8.1 Transfer of Environmental Attributes	47
Section 8.2 Reporting of Ownership of Environmental Attributes.....	47
Section 8.3 Environmental Attributes.....	47
Section 8.4 WREGIS	48
Section 8.5 Further Assurances.....	48
ARTICLE IX SHORTFALL ENERGY, AVAILABILITY, AND PERFORMANCE	
GUARANTEE REQUIREMENTS	49
Section 9.1 Makeup of Shortfall	49
Section 9.2 Replacement Product	49
Section 9.3 Shortfall Damages.....	49
Section 9.4 Availability Requirement.....	50
Section 9.5 [Reserved]	50
Section 9.6 Performance Guarantees, Remedies and Termination Rights	50
ARTICLE X CAPACITY RIGHTS.....	52
Section 10.1 Capacity Rights.....	52
Section 10.2 Covenant Regarding Capacity Rights.....	52
Section 10.3 Further Assurances.....	52
ARTICLE XI BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS;	
POLICIES	52
Section 11.1 Billing and Payment.....	52
Section 11.2 WREGIS Withholding.....	53
Section 11.3 Calculation of Energy Delivered; Invoices and Payment.....	53
Section 11.4 Disputed Invoices.....	55
Section 11.5 Right of Setoff.....	55
Section 11.6 Records and Audits.....	55
Section 11.7 Electric Metering Devices.....	56
Section 11.8 Taxes	57
ARTICLE XII REPRESENTATIONS, WARRANTIES AND COVENANTS.....	58
Section 12.1 Representations and Warranties of Buyer.....	58
Section 12.2 Representations and Warranties of Seller	58
Section 12.3 Covenants of Seller Related to Site Control Documents	60
Section 12.4 [Reserved]	61
Section 12.5 Additional Covenants of Seller	61

TABLE OF CONTENTS
(continued)

Page

ARTICLE XIII DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE

DAMAGE	62
Section 13.1 Default.....	62
Section 13.2 Default Remedy	63
Section 13.3 Cure Rights of Facility Lender	64
Section 13.4 Termination for Default	64

ARTICLE XIV MISCELLANEOUS.....66

Section 14.1 Authorized Representative.....	66
Section 14.2 Notices	67
Section 14.3 Dispute Resolution.....	67
Section 14.4 Further Assurances; Change in Electric Market Design.....	67
Section 14.5 No Dedication of Facilities	68
Section 14.6 Force Majeure	68
Section 14.7 Assignment of Agreement	70
Section 14.8 Ambiguity	72
Section 14.9 Attorneys' Fees & Costs	72
Section 14.10 Voluntary Execution	72
Section 14.11 Entire Agreement; Amendments.....	72
Section 14.12 Governing Law	72
Section 14.13 Venue	72
Section 14.14 Execution in Counterparts.....	72
Section 14.15 Effect of Section Headings	73
Section 14.16 Waiver; Available Remedies	73
Section 14.17 Relationship of the Parties	73
Section 14.18 Third Party Beneficiaries	73
Section 14.19 Indemnification; Damage or Destruction; Insurance; Condemnation; Limit of Liability.....	73
Section 14.20 Severability	75
Section 14.21 Confidentiality	75
Section 14.22 Mobile-Sierra	77
Section 14.23 Future Phases	78
Section 14.24 Taxpayer Identification Number (TIN)	78
Section 14.25 Service Contract.....	78
Section 14.26 Dodd-Frank Wall-Street Reform and Consumer Protection Act.....	78

TABLE OF CONTENTS
(continued)

Appendices

APPENDIX A-1	CONTRACT PRICE
APPENDIX B-1	FACILITY, PERMITS AND OPERATOR
APPENDIX B-2	MAP OF FACILITY
APPENDIX C	ANNUAL CONTRACT QUANTITY
APPENDIX D	FORM OF ATTESTATION
APPENDIX E	FORM OF LETTER OF CREDIT
APPENDIX F	INSURANCE
APPENDIX G	QUALITY ASSURANCE PROGRAM
APPENDIX H	[RESERVED]
APPENDIX I	MILESTONE SCHEDULE
APPENDIX J	AUTHORIZED REPRESENTATIVES; BUYER AND SELLER BILLING, NOTIFICATION AND SCHEDULING CONTACT INFORMATION
APPENDIX K-1	BESS PERFORMANCE GUARANTEES; ANNUAL PV SYSTEM AVAILABILITY GUARANTEE
APPENDIX K-2	REMEDY CALCULATIONS FOR FAILURE OF BESS PERFORMANCE GUARANTEES AND ANNUAL PV SYSTEM AVAILABILITY GUARANTEE
APPENDIX K-3	STORAGE CAPACITY TEST PROCEDURES
APPENDIX L-1	FORM OF CONSTRUCTION START DATE CERTIFICATION
APPENDIX L-2	FORM OF COMMERCIAL OPERATION DATE CERTIFICATION
APPENDIX M	SITE CONTROL DOCUMENTS
APPENDIX N	SALE LEASEBACK REQUIREMENTS
APPENDIX O	METERING DIAGRAM

TABLE OF CONTENTS
(continued)

APPENDIX P	FORM OF CONSENT AND AGREEMENT
APPENDIX Q	OPERATING RESTRICTIONS
APPENDIX R	APPROVED VENDORS
APPENDIX S	LEGAL OPINIONS

Schedules

SCHEDULE 12.2(h)	UPSTREAM EQUITY OWNERS, SELLER'S ULTIMATE PARENT AND ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF SELLER AND UPSTREAM EQUITY OWNERS
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POWER PURCHASE AGREEMENT

PARTIES

THIS POWER PURCHASE AGREEMENT (this “**Agreement**”), dated as of this [] day of [], 2022, is being entered into by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (“**Buyer**”), a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.), and Daggett Solar Power 2 LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Seller**”). Each of Buyer and Seller is referred to individually in this Agreement as a “**Party**” and together as the “**Parties**.”

RECITALS

WHEREAS, Buyer’s members have adopted or are adopting policies that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources and to comply with the California Renewable Energy Resources Act; and

WHEREAS, in 2019, Buyer issued a request for proposals (“**RFP**”) to acquire renewable energy resources; and

WHEREAS, an affiliate of Seller, responded to Buyer’s RFP on behalf of, Seller, and, following negotiation, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain renewable energy, capacity rights and associated environmental attributes for the purchase price set forth in Appendix A-1 hereto; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which such sales and purchases shall be made.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms in this Agreement and the appendices hereto shall have the following meanings when used with initial capitalized letters:

“**AC**” means alternating current.

“**Acceptable Form of Performance Assurance**” means, at the option of Seller, any of (a) cash to be held in escrow by Buyer, (b) cash held in an escrow account and subject to an escrow agreement in form and substance satisfactory to Buyer in its sole discretion (an “**Escrow Account**”), or (c) a separate letter of credit substantially in the form of Appendix E from a Qualified Issuer.

“Adjusted BESS Capacity Price” has the meaning set forth in Section 9.6(b).

“ADS” has the meaning set forth in Section 9.6(a).

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person or is a director or officer of such Person or of an Affiliate of such Person. As used in this Agreement, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble of this Agreement, and includes the Appendices and Schedules attached hereto.

“Agreement Term” has the meaning set forth in Section 2.2(a).

“Ancillary Documents” means all instruments, agreements, certificates and documents executed, delivered, or required to be executed or delivered by or on behalf of Buyer or Seller or any Affiliate of Seller pursuant to this Agreement.

“Ancillary Services” has the meaning set forth in the CAISO Tariff.

“Annual Contract Quantity” means, for the applicable Contract Year, the number of MWh set forth on Appendix C, which is the quantity of expected PV Delivered Energy for each Contract Year.

“Annual Cycle Limit” has the meaning set forth on Appendix Q.

“Annual PV System Availability” has the meaning set forth on Appendix K-1.

“Annual PV System Availability Adjustment Factor” has the meaning set forth on Appendix K-2.

“Annual PV System Availability Guarantee” has the meaning set forth in Section 9.6(a).

“Annual PV System Availability Requirement” has the meaning set forth on Appendix K-1.

“Anti-Corruption Laws” means any anticorruption or antibribery law applicable to any Party, including those laws that prohibit the promise, offer, authorization, receipt, or provision of anything of value to any person, including employees, officials, or agents of any Governmental Authority or government-owned or controlled entity; employees, members, or officials of a political party or public international organization; or, anyone else that may be considered a government official under applicable law, for an illegal, improper, or corrupt purpose, such as to influence the official act (or lack of action) of the recipient of things of value in order to gain an advantage, obtain or retain business, or direct business to any person.

“Anti-Terrorism Laws” means any laws relating to terrorism or money laundering, including Executive Order No. 13224 (effective September 24, 2001), the USA PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by OFAC.

“Approved Vendor” means any vendor listed on Appendix R or otherwise reasonably approved by Buyer.

“ASME” means American Society of Mechanical Engineers.

“Assumed Daily Deliveries” has the meaning set forth in Section 13.4(c).

“ASTM” means American Society for Testing and Materials.

“Authorized Auditors” means representatives of Buyer or Buyer’s Authorized Representative who are authorized to conduct audits on behalf such Buyer.

“Authorized Representative” means, with respect to each Party, the Person designated as such Party’s authorized representative pursuant to Section 14.1.

“Availability Standards” means the program set forth in Section 40.9 of the CAISO Tariff, as it may be amended, supplemented or replaced (in whole or in part) from time to time, setting forth certain standards regarding the desired level of availability for Resource Adequacy (as defined in the CAISO Tariff) resources and possible charges and incentive payments for performance thereunder.

“Available Hours” has the meaning set forth on Appendix K-1.

“Bankruptcy” means any case, action or proceeding under any bankruptcy, reorganization, debt arrangement, insolvency or receivership law or any dissolution or liquidation proceeding commenced by or against a Person and, if such case, action or proceeding is not commenced by such Person, such case, action or proceeding shall be consented to or acquiesced in by such Person or shall result in an order for relief or shall remain undismissed for ninety (90) days.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy”, as now and hereafter in effect.

“BESS” means the thirty-three (33) MW four-hour lithium-ion battery energy storage system included in the Facility, consisting of battery storage modules and racks, power conversion and transformation equipment, battery management systems, equipment for communication, thermal regulation, environmental conditioning and safety, control systems and related software, enclosures, and such other incidental or ancillary equipment or components as may be necessary or appropriate, in each case, charged solely by energy produced by the PV System.

“BESS Capacity Payment” means commencing on the first full month after the Commercial Operation Date and each full month during the Delivery Term thereafter, the product of the BESS Capacity Price or Adjusted BESS Capacity Price, as applicable, multiplied by the BESS Contract Capacity (measured in kW).

“BESS Capacity Price” means Seven Dollars and Ninety Five Cents (\$7.95) per kW-month.

“BESS Communication Protocol” has the meaning set forth in Section 7.3(e).

“BESS Contract Capacity” means thirty-three (33) MW net nameplate capacity.

“BESS Energy Meter” means the CAISO-approved and CAISO-polled Electric Metering Device at the BESS dedicated solely to the BESS, depicted on Appendix O.

“BESS Excused Conditions” means (a) any Excused Condition and (b) any period during which Seller is unable to generate or deliver energy to the Point of Delivery to the extent caused by (i) the Operating Restrictions in Appendix Q or (ii) a Storage Capacity Test (as described in Appendix K-1 and Appendix K-3).

“BESS Instructions” means the instructions, and any subsequent updates, in either case directed by Buyer or the CAISO via the BMS or another method of communication, to charge or discharge the BESS, in each case in a manner consistent with the BESS Communication Protocol and the terms and conditions of this Agreement.

“BESS Metered Input” means all Energy delivered to the BESS, as measured in MWh by the BESS Energy Meter in compliance with CAISO metering rules.

“BESS Metered Output” means all Energy delivered to the Point of Delivery from the BESS (net of all auxiliary loads, station electrical uses and electrical losses from the BESS to the Point of Delivery), as measured in MWh by the BESS Energy Meter in compliance with CAISO metering rules.

“BESS Performance Guarantees” means, collectively, the Dischargeable Energy Performance Guarantee, the Round Trip Efficiency Performance Guarantee and the Monthly BESS Availability Guarantee.

“BMS” means the battery control and management system for the BESS.

“Brown Act” has the meaning set forth in Section 14.21(e).

“Business Day” means any day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in Los Angeles, California or New York, New York.

“Buyer” has the meaning set forth in the preamble of this Agreement.

“CAISO” means the California Independent System Operator.

“CAISO Tariff” means the CAISO FERC Electric Tariff, Fifth Replacement Volume, including the rules, protocols, procedures and standards attached thereto and any replacement thereof or successor thereto in effect.

“Cal-OSHA” means the California Occupational Safety & Health Administration.

“CAMD” means the Clean Air Markets Division of the EPA and any other state, regional or federal or intergovernmental entity or Person that is given authorization or jurisdiction or both over a program involving the registration, validation, certification or transferability of Environmental Attributes.

“Capacity Rights” means the rights, whether in existence as of the Effective Date or arising thereafter during the Agreement Term, to capacity, Resource Adequacy Attributes, Local Capacity Requirement Attributes, associated attributes or reserves, or any of the foregoing as may in the future be defined by the CAISO, or any other balancing authority, reliability entity or Governmental Authority associated with the electric generating capability of the Facility, including the right to resell such rights.

“CEC” means California’s State Energy Resources Conservation and Development Commission, also known as the California Energy Commission.

“CEC Certified” means that the CEC has certified (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified) that the PV System is an eligible renewable energy resource in accordance with RPS Law.

“CEC Compliant” means, when used with respect to the PV System or any other facility at any time, that the PV System or such other facility is CEC Certified and in compliance with the CEC Performance Standard and any other applicable CEC requirements to which it is subject.

“CEC Performance Standard” means, at any time, the applicable greenhouse gas emissions performance standard in effect at such time for baseload electric generation facilities and storage facilities that are owned or operated (or both) by local publicly owned electric utilities, or for which a local publicly owned electric utility has entered into a contractual agreement for the purchase of power and services from such facilities, as established by the CEC or other Governmental Authority having jurisdiction over Buyer.

“CEQA” means the California Environmental Quality Act, California Public Resources Code §§ 21000, et seq.

“CEQA Determinations” means that:

(a) The lead agency conducting the review of the Facility as required under CEQA shall have (i) reviewed and approved the CEQA Documents, (ii) issued a final land use entitlement or other discretionary permit for the Facility, and (iii) filed a notice of determination in compliance with CEQA; and

(b) The applicable period for any legal challenges to any action by either the lead agency or any responsible agency under CEQA shall have expired without any such challenge having been filed or, in the event of any such challenge, the challenge shall have been determined adversely to the challenger by final judgment or settlement.

“CEQA Documents” means an environmental impact report, mitigated negative declaration or equivalent document prepared by or relied upon by the lead agency in approving Permits for the Facility.

“CFTC” has the meaning set forth in Section 14.26.

“Change in Control” means the occurrence, whether voluntary or by operation of law and whether in a single transaction or in a series of related transactions at any time during the Agreement Term, following which one or both of the following is no longer true (i) Seller’s Ultimate Parent directly or indirectly no longer owns more than fifty percent (50%) of the equity ownership interest of Seller and (ii) Seller’s Ultimate Parent directly or indirectly no longer retains the power to control the management and policies of Seller; provided, however, that a Change in Control shall not include any transaction or series of transactions in which the membership interests in Seller or an Upstream Equity Owner are issued or transferred to another Person (a) solely for the purpose of financing the construction or operation of the Facility; *provided that* following such financing Seller’s Ultimate Parent continues to directly or indirectly own more than fifty percent (50%) of Seller and retains the power to control the management and policies of Seller; (b) solely for the purpose of a Tax Equity Financing; (c) indirectly, in connection with a merger, sale or similar transaction at or above the Seller’s Ultimate Parent; or (d) a YieldCo Transfer. Seller shall provide written notice to Buyer prior to the occurrence of any Change in Control in accordance with Section 14.7.

“Change in Law” means a change to any federal, state, local or other law (including any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permitting conditions, certification conditions, authorization, or approval of a Governmental Authority or WREGIS, including the adoption of any new law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval or the issuance of any replacement or substitute law, resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval, in any case, which occurs after the Effective Date and is binding on a Party, the Parties, or the Facility or any of the products sold therefrom.

“Commercial Operation” means, with respect to the Facility, that (a) Seller has demonstrated, and the Independent Engineer has confirmed in writing, that the conditions set forth in the Independent Engineer certificate attached to Appendix L-2 have been met with respect to the PV System, the BESS, and the Facility as a whole, and (b) Seller has demonstrated, to the reasonable satisfaction of Buyer, that any Appendix L-2 conditions not certified to by the Independent Engineer have been met with respect to the PV System, the BESS, and the Facility as a whole, and in the case of both (a) and (b), the certificates associated therewith have been (i) accepted by Buyer and Buyer has provided notice of such acceptance to Seller confirming the Commercial Operation Date, or (ii) deemed accepted by Buyer in accordance with Section 3.4.

“Commercial Operation Date” means the date on which Commercial Operation of the Facility occurs, as determined pursuant to Section 3.4.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended, supplemented or otherwise modified from time to time, and any successor statute.

“Compensable Curtailment” means any curtailment by Buyer resulting from (a) Buyer’s failure to schedule (directly or through Buyer’s bidding behavior) PV System Energy available for scheduling hereunder, except during any Curtailment Period and unless excused by Force Majeure, Seller’s failure to perform, or Seller’s Default and (b) a request by Buyer to curtail PV Delivered Energy for any economic reasons, including resulting from Buyer’s bid offers into CAISO.

“Compliance Expenditure Cap” means (a) Fifteen Thousand Dollars (\$15,000) per MW of PV Contract Capacity in any Contract Year or (b) Fifty Thousand Dollars (\$50,000) per MW of PV Contract Capacity in the aggregate through the Delivery Term.

“Compliant” has the meaning set forth in Section 7.7(a).

“Confidential Information” has the meaning set forth in Section 14.21(a).

“Consent and Agreement” has the meaning set forth in Section 13.3.

“Construction Start Date” means the date on which Seller delivers to Buyer a written certification substantially in the form attached hereto as Appendix L-1.

“Construction Start Milestone” means the date that is nine (9) months prior to the Guaranteed Commercial Operation Date, as may be extended pursuant to Section 3.5(b)(i).

“Contract Price” means, with respect to (i) Startup and Test Energy, the price per MWh set forth in paragraph 1 of Appendix A-1, (ii) Excess Energy, the price per MWh set forth in paragraph 3 of Appendix A-1, (iii) Excess Energy > 120%, the price per MWh set forth in paragraph 4 of Appendix A-1 and (iv) any other PV Delivered Energy, the price per MWh set forth in paragraph 2 of Appendix A-1.

“Contract Year” means (i) the Initial Stub Year; (ii) each of the following nineteen (19) calendar years, beginning on the first day of January following the end of the Initial Stub Year and each succeeding twelve (12) month period up to and including the period ending with the December 31 of such nineteenth (19th) calendar year; and (iii) the Final Stub Year.

“Costs” has the meaning set forth in Section 13.4(f)(iii).

“CPRA” has the meaning set forth in Section 14.21(e).

“Curtailment Period” means a period of time during the Delivery Term during which the generation of Delivered Energy is required to be curtailed or reduced (in whole or part) as a result of an order, direction, alert, request, notice, instruction or directive from a Transmission Provider, the CAISO, WECC, NERC, or any other reliability entity due to (a) a System Emergency, (b) system improvements, curtailments, or scheduled and unscheduled repairs or maintenance at or downstream from the Point of Delivery, (c) an event of Force Majeure at or downstream from the Point of Delivery, (d) any reason adversely affecting the normal function and operation of the CAISO grid or a Transmission Provider’s system, as may from time to time be identified by the

CAISO, the Transmission Provider, WECC, NERC, or any other reliability entity. For the avoidance of doubt, the term “Curtailed Period” shall not include curtailments directed by CAISO arising out of the manner in which Buyer causes the Facility to be bid or Scheduled in the CAISO market (e.g., economic bids that do not clear) or any curtailment by Buyer pursuant to Section 7.4(b).

“**Cycle**” has the meaning set forth on Appendix K-1.

“**Daily Delay Damages**” means the liquidated damages specified in Section 3.5(b).

“**Day**” means each day commencing at 12:01 a.m. Pacific Prevailing Time on such day and ending at 12:00 p.m. Pacific Prevailing Time on such day.

“**Day-Ahead Market**” has the meaning set forth in the CAISO Tariff.

“**Deemed Generated Energy**” has the meaning set forth in Section 7.4(c).

“**Default**” has the meaning set forth in Section 13.1.

“**Defaulting Party**” has the meaning set forth in Section 13.1.

“**Delivered Energy**” means, for any period, PV Delivered Energy and BESS Metered Output.

“**Delivery Term**” has the meaning set forth in Section 2.2(b).

“**Delivery Term Security**” has the meaning set forth in Section 5.7(b).

“**Dischargeable Energy**” has the meaning set forth on Appendix K-1.

“**Dischargeable Energy Adjustment Factor**” has the meaning set forth on Appendix K-2.

“**Dischargeable Energy Performance Guarantee**” has the meaning given in Section 9.6(a).

“**Dispute**” has the meaning set forth in Section 14.3(a).

“**Dispute Notice**” has the meaning set forth in Section 14.3(a).

“**Downgrade Event**” means, with respect to the Person providing Project Development Security or Delivery Term Security hereunder, any event that results in (a) the failure of such Person to maintain the credit rating or organizational status of a Qualified Issuer, as applicable, or (b) the commencement by such Person of involuntary or voluntary bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar proceeding (whether under any present or future statute, law or regulation).

“**Early Termination Date**” has the meaning set forth in Section 13.4(a).

“Economic Sanctions Laws” means all laws administered by OFAC or any other Governmental Authority of the United States of America imposing economic sanctions and trade embargoes against Embargoed Targets.

“Effective Date” means the first date that both Seller and Buyer have executed this Agreement.

“Electric Metering Devices” means all meters, metering equipment, and data processing equipment conforming to the requirements set forth in Section 11.7 and used to measure, record, or transmit data relating to the Energy output from the Facility, including the quantities of PV Delivered Energy, BESS Metered Input and BESS Metered Output.

“Eligible Intermittent Resources Protocol” or **“EIRP”** means the Eligible Intermittent Resource Protocol, as may be amended from time to time, as set forth in the CAISO Tariff.

“Embargoed Targets” means countries or Persons designated by Economic Sanctions Laws on which economic sanctions or trade embargoes have been imposed and that prohibit dealings with such countries or Persons.

“Energy” means electrical energy.

“Energy In” has the meaning set forth on Appendix K-3.

“Energy Out” has the meaning set forth on Appendix K-3.

“Environmental Attribute Reporting Rights” means all rights to report ownership of the Environmental Attributes to any Person, including under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future international, federal, state or local law, regulation or bill, or otherwise.

“Environmental Attributes” means RECs, and any and all other current or future credits, benefits, emissions reductions, offsets or allowances, howsoever entitled, named, registered, created, measured, allocated or validated (A) that are at any time recognized or deemed of value (or both) by Buyer, applicable law, or any voluntary or mandatory program of any other Governmental Authority or other Person and (B) that are attributable to (i) generation of PV System Energy during the Delivery Term or Replacement Energy required to be delivered by Seller to Buyer during the Delivery Term, (ii) storage of Energy or other services in connection with the BESS and (iii) the emissions or other environmental characteristics of such PV System Energy or such Replacement Energy or its displacement of conventional or other types of Energy generation. Environmental Attributes include any of the aforementioned arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, or any other greenhouse gas or chemical compound, particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the “*UNFCCC*”), the Kyoto Protocol to the UNFCCC, California’s greenhouse gas legislation (including RPS Law and California Assembly Bill 32 (Global Warming Solutions Act of 2006) and any regulations implemented pursuant to that act, including any compliance instruments accepted under the California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations of the California Air Resources Board or any successor regulations thereto) or any similar international, federal, state or local

program or crediting “early action” with a view thereto, laws or regulations involving or administered by the CAMD and all Environmental Attribute Reporting Rights, including all evidences (if any) thereof such as renewable energy certificates of any kind. Environmental Attributes for purposes of this definition are separate from the PV System Energy and do not include (a) investment tax credits, any local, state or federal production tax credits, depreciation deductions or other tax credits providing a tax benefit to Seller or any other Person based on an ownership or security interest in the Facility or PV System Energy, including any investment or production tax credit expected to be available to Seller with respect to the Facility, (b) any other depreciation deductions and benefits, and other tax benefits arising from ownership or operation of the Facility and (c) cash grants or other financial incentives from any local, state or federal government available to Seller with respect to the Facility.

“**EPA**” means the United States Environmental Protection Agency.

“**EPC Contractor**” means D.H. Blattner & Sons, Inc. or one or more engineering, procurement, and construction contractors, or if not utilizing an engineering, procurement and construction contractor, one or more entities having lead responsibility for the management of overall construction activities, selected by Seller, with substantial experience in the engineering, procurement, and construction of power plants of the same type as the PV System and battery energy storage facilities of the same type as the BESS.

“**EPS Compliance**” or “**EPS Compliant**” when used with respect to the Facility or any other facility providing Replacement Energy at any time, means that the Facility or facility, as applicable, satisfies both the PUC Performance Standard and the CEC Performance Standard in effect at the time; *provided*, if it is impossible for the Facility or facility, as applicable, to satisfy both the PUC Performance Standard and the CEC Performance Standard in effect at any time, the Facility or facility, as applicable, shall be deemed EPS Compliant if it satisfies the CEC Performance Standard in effect at the time and those portions of the PUC Performance Standard in effect at the time that it is possible for the Facility or facility, as applicable, to satisfy while at the same time satisfying the CEC Performance Standard in effect at the time.

“**EPS Law**” means Sections 8340 and 8341 of the California Public Utilities Code or its successor or comparable state or federal programs.

“**Escrow Account**” has the meaning set forth in the definition of “*Acceptable Form of Performance Assurance*”.

“**Excess Compliance Cost**” has the meaning set forth in Section 7.7(b).

“**Excess Energy**” means, in any Contract Year, PV Delivered Energy in excess of one hundred and ten percent (110%), and up to one hundred and twenty percent (120%), of the Annual Contract Quantity for such Contract Year, which deliveries shall be verified in invoices provided by Seller as set forth in Section 11.3(a).

“**Excess Energy > 120%**” means, in any Contract Year, PV Delivered Energy in excess of one hundred and twenty percent (120%) of the Annual Contract Quantity for such Contract Year, which deliveries shall be verified in invoices provided by Seller as set forth in Section 11.3(a).

“Excused Conditions” means; (a) any period during which Seller is unable to generate or deliver energy to the Point of Delivery to the extent caused by (i) an event of Force Majeure or (ii) System Emergency, (b) any Curtailment Period; (c) any Permitted Scheduled Outage Period; and (d) any curtailment of the Facility arising out of or resulting from the manner in which Buyer bids, offers, or schedules the Facility, the PV System Energy or any Products, or in which Buyer fails to do so, including any non-compliance with the Operating Restrictions.

“Expected Commercial Operation Date” means September 19, 2023.

“Facility” means the co-located PV System and BESS to be located on the Site, including the structures, facilities, equipment, fixtures, appurtenances, improvements and associated real and personal property, physical and intangible property, and other rights and interests as further described in Appendix B-1 and depicted on Appendix B-2, including all property interests and related transmission and other facilities.

“Facility Debt” means any senior or subordinated construction, interim or long-term debt financing (including any backleverage or working capital debt) or refinancing for or in connection with the development, construction, purchase, ownership, installation or operation of the Facility, including (a) any financing or refinancing provided to Seller or any Upstream Equity Owner with respect to the Facility (including as part of a portfolio with other energy generation projects) and (b) any interest rate protection agreements hedging any of the foregoing debt obligations.

“Facility Lender” means (a) any financing party providing any Facility Debt or any trustee or agent acting on behalf of any such financing party or parties and (b) any Tax Equity Investor providing any equity financing or refinancing for or in connection with the development, construction, purchase, ownership, installation or operation of the Facility, including in connection with any Tax Equity Financing or Sale Leaseback Financing or refinancing.

“Fair and Reasonable” has the meaning set forth in the definition of **“Special Purpose Entity”**.

“FERC” means the Federal Energy Regulatory Commission.

“Final Stub Year” means the period beginning on the first day of January following the nineteenth (19th) full calendar year referenced in clause (ii) of the definition of “Contract Year” and ending at 24:00 hours on the date that, together with the number of days in the Initial Stub Year, would be equal to three hundred sixty-five (365) days.

“Force Majeure” has the meaning set forth in Section 14.6(b).

“Force Majeure Notice” has the meaning set forth in Section 14.6(a).

“Forced Outage” means the removal of service availability of the Facility, or any portion of the Facility, for emergency reasons or conditions in which the Facility, or any portion thereof, is unavailable due to unanticipated failure, including as a result of Force Majeure.

“Full Capacity Deliverability Status” or **“FCDS”** has the meaning set forth in the CAISO Tariff.

“**Gains**” has the meaning set forth in Section 13.4(f)(i).

“**Generator Interconnection Agreement**” means the agreement and associated documents (or any successor agreement and associated documentation approved by FERC) by and among Seller, Southern California Edison, and the CAISO governing the terms and conditions of Seller’s interconnection with the CAISO grid, including any description of the plan for interconnecting to the CAISO grid.

“**Governmental Authority**” means any federal, state, regional, city or local government, any intergovernmental association or political subdivision thereof, or other governmental, regulatory or administrative agency, court, commission, administration, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority with jurisdiction over the Parties, the Facility, or this Agreement, or any Person acting as a delegate or agent of any Governmental Authority; *provided* that “Governmental Authority” specifically excludes Buyer and the Participating Members.

“**Green Value**” consists of the market value of (a) avoided greenhouse gas emissions and/or credits associated with RPS Compliant energy, and (b) all other Environmental Attributes and avoided emissions related attributes and benefits that would otherwise have been realized had Seller generated the PV Delivered Energy for the applicable Contract Year, and shall be calculated as an amount equal to the time weighted average of the prices of greenhouse gases and other Environmental Attributes (as published in commercial indices related to California energy markets) that would have been realized for each MWh of the Shortfall Energy; *provided*, that if for any Contract Year there does not exist a liquid trading market that is mutually agreeable to the Parties to determine such Green Value, the Green Value will be equal to the replacement cost for the attributes described in clauses (a) and (b) above, expressed in \$/MWh, as of the final day of the Contract Year in which the applicable Shortfall Energy accrues.

“**Guaranteed Commercial Operation Date**” means December 20, 2023, as may be extended pursuant to Section 3.5(b)(i).

“**Guaranteed Delivered Energy**” means, with respect to each Measurement Period, eighty-five (85%) of the Annual Contract Quantity for such Measurement Period as specified on Appendix C.

“**Guaranteed Dischargeable Energy**” has the meaning set forth on Appendix K-1.

“**IEEE**” means the Institute of Electrical and Electronics Engineers.

“**Indemnitees**” has the meaning set forth in Section 14.19(a).

“**Independent Engineer**” means (a) DNV, RRC, REVAMP or Leidos, or (b) if none of the firms identified in clause (a) are selected by Seller, then a Person mutually acceptable to both Parties.

“**Initial Stub Year**” means the period beginning on the Commercial Operation Date and ending at 24:00 hours on December 31 in the year during which the Commercial Operation Date occurs.

“Insurance” means the policies of insurance as set forth on Appendix F.

“Interconnection Delay” means the Participating TO’s Interconnection Facilities, Distribution Upgrades, and Network Upgrades (each, as defined in the Generator Interconnection Agreement) are not complete such that the Facility can interconnect at the Point of Interconnection by April 15, 2023, except to the extent such delay is caused by any acts or omissions of Seller or any Affiliate of Seller.

“Interest Rate” has the meaning set forth in Section 11.4.

“ISA” means the Instrument Society of America.

“Key Milestone” means a Milestone for which liquidated damages are provided in Appendix I.

“kW” means kilowatt in alternating current, or AC.

“kWh” means kilowatt-hours.

“Land Lease” means an agreement to be entered into for Seller to use real estate as described in Appendix M.

“Legal Opinion” means an executed original of a written legal opinion of counsel for Seller, or other counsel reasonably acceptable to Buyer, addressed to Buyer and dated as of the Effective Date, covering the opinions set forth on Appendix S.

“Lessor” means any lessor of real property for the Facility pursuant to a Site Control Document.

“Licensed Professional Engineer” means an independent, professional engineer reasonably acceptable to Buyer, licensed in the State of California, and otherwise qualified to perform the work required hereunder.

“Lien” means any mortgage, deed of trust, lien, security interest, retention of title or lease for security purposes, pledge, charge, encumbrance, equity, attachment, claim, easement, right of way, covenant, condition or restriction, leasehold interest, purchase right or other right of any kind, including any option, of any other Person in or with respect to any real or personal property.

“Local Capacity Requirement Attributes” means the benefits or attributes now or existing in the future based on the procurement obligations of Buyer with respect to local resource capacity requirements as prescribed by the PUC, the CAISO or other regional entity, and that are associated with the electric generating capability of the Facility.

“Locational Marginal Price” or **“LMP”** has the meaning set forth on Appendix C of the CAISO Tariff.

“Losses” has the meaning set forth in Section 13.4(f)(ii).

“Major Maintenance Blockout” has the meaning set forth in Section 4.4(b).

“Market Price Index” means the weighted average of the Integrated Forward Market hourly price for all the Reference Hours in the Measurement Period, as published by the CAISO, for the SP-15 Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) weighted by hourly and monthly volumes in the forecast most recently delivered by Seller pursuant to Section 7.3(c); *provided*, that in the event there are no longer market prices for SP-15 Existing Zone Generation Trading Hub, the Parties will mutually agree to a replacement market price index that most closely reflects the geographic location of the SP-15 Existing Zone Generation Trading Hub at the Effective Date; and, *provided*, further, that if a market price index for solar energy that would more accurately track the price of the PV Delivered Energy is created, the Parties may mutually agree to adapt such index price as the “Market Price Index” at such time.

“Maximum Delivery Rate” means the maximum hourly rate of delivery of PV Delivered Energy in MWh, which shall be sixty-five (65) MW per hour.

“Measurement Period” means each rolling two (2) Contract Year period, beginning with the first full Contract Year occurring after the Commercial Operation Date.

“Milestone” has the meaning set forth in Section 3.5(a).

“Milestone Date” has the meaning set forth in Section 3.5(a).

“Minimum Dischargeable Energy Performance Guarantee” has the meaning set forth on Appendix K-1.

“Minimum Round Trip Efficiency Performance Guarantee” has the meaning set forth on Appendix K-1.

“Month” means a calendar month commencing at 12:01 a.m. Pacific Prevailing Time on the first day of such month and ending at 12:00 p.m. Pacific Prevailing Time on the last day of such month.

“Monthly BESS Availability” has the meaning set forth on Appendix K-1.

“Monthly BESS Availability Guarantee” has the meaning set forth in Section 9.6(a).

“Moody’s” means Moody’s Investor Services, Inc.

“MW” means megawatt in alternating current, or AC.

“MWh” means megawatt-hours.

“NERC” means the North American Electric Reliability Corporation.

“New Resource Implementation Process” or **“NRIP”** means the process and requirements for new resource implementation, as amended from time to time, as set forth in the CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 13.4(a).

“Notifying Party” has the meaning set forth in Section 14.3(a).

“O&M Agreement” means the agreement for the provision of operation and maintenance services for the Facility entered into or to be entered into by and between Seller and a Qualified Operator.

“OFAC” means the U.S. Department of Treasury’s Office of Foreign Assets Control.

“Operating Restrictions” means the restrictions set forth on Appendix Q.

“OSHA” means the Occupational Safety and Health Administration of the United States Department of Labor.

“Outside Commercial Operation Date” means September 19, 2024, which date may not be extended for any reason.

“Pacific Prevailing Time” means the local time in the State of California.

“Participating Members” means the City of Vernon and the City of Cerritos.

“Party” or **“Parties”** has the meaning set forth in the preamble of this Agreement.

“Performance Security” means the Project Development Security or Delivery Term Security for the Facility, together or individually, as applicable.

“Period Hours” has the meaning set forth on Appendix K-1.

“Permits” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, certifications, self-certifications, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described that are required to be filed, submitted, obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, start-up, testing, operation or maintenance of the Facility, the production, sale and delivery of Products from the Facility, including Energy, Capacity Rights and Environmental Attributes, or any other transactions or matter contemplated by this Agreement (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements), including CEQA Determinations and the Permits described in Appendix B-1.

“Permitted Encumbrances” means (a) the Lien in favor of the Facility Lender, (b) any Lien approved by Buyer in a writing separate from this Agreement that expressly identifies the Lien as a Permitted Encumbrance, (c) Liens for Taxes not yet due or for Taxes being contested in good faith by appropriate proceedings, so long as such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on the use of the Facility or any part thereof, *provided* that such proceedings end by the expiration of the Agreement Term, (d) suppliers’, vendors’, mechanics’, workman’s, repairman’s, employees’ or other like Liens arising in the ordinary course of business for work or service performed or materials furnished in connection with the Facility for amounts

the payment of which is either not yet delinquent or is being contested in good faith by appropriate proceedings so long as such proceedings do not involve a risk of the sale, forfeiture, loss or restriction on use of the Facility or any part thereof, and (e) easements, rights-of-way, reservations, restrictions, defects in title, encroachments and other similar non-monetary encumbrances that have been identified to Buyer in writing prior to the Commercial Operation Date and that do not interfere with or impair the operation of the Facility or performance of Seller's obligations as contemplated by this Agreement.

"Permitted Scheduled Outage Period" means eighty-eight (88) hours per Contract Year in which Seller performs Scheduled Outages meeting the requirements of Section 4.4, beginning in the first full Contract Year of the Delivery Term.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, association, joint stock company, trust, unincorporated organization, entity, government or other political subdivision.

"Pnode Price" means the Locational Marginal Price of the Facility's Pnode at the Point of Delivery, as determined by CAISO, which, for the avoidance of doubt, shall not include the value of any Environmental Attributes or Capacity Rights, if any.

"Point of Delivery" means the COLWATER_2_LN001 CAISO PNODE at the Kramer Substation in San Bernardino County, California, or such other substantially similar point agreed to by the Parties prior to the Commercial Operation Date.

"Point of Interconnection" means Seller's 220kV bus of the Kramer Substation in San Bernardino County, California.

"Present Value Rate" means, at any date, the sum of 0.50% plus the yield reported on page "USD" of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally-recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) for the United States government securities having a maturity that most nearly matches the Remaining Term at that date.

"Products" means any and all Delivered Energy, Capacity Rights, Environmental Attributes, and ancillary products, services or attributes similar to the foregoing that are or can be produced by, or are associated with, the Facility, whether now attainable or established in the future, including delivered energy, renewable attributes, and renewable energy credits. The REC Products shall meet the standard of "Portfolio Content Category 1" as defined by RPS Law.

"Project Development Security" has the meaning set forth in Section 5.7(a).

"Prudent Utility Practices" means those practices, methods, and acts, that are commonly used by a significant portion of the solar-power generation industry and the battery energy storage industry, (including, if applicable, the co-located solar power generation and battery storage industry), in each case, in prudent engineering and operations to design, construct, and operate and maintain electric equipment (including solar-powered facilities and battery energy storage facilities) lawfully and with safety, dependability, reliability, efficiency, and economy, including any applicable practices, methods, acts, guidelines, standards and criteria of the CAISO, FERC,

NERC, WECC, as each may be amended from time to time, and all applicable Requirements of Law. Prudent Utility Practices are not intended to be limited to the optimum practice, method, or act, to the exclusion of all others, but rather is intended to include a range of acceptable practices, methods, and acts generally accepted in the industry.

“Public Utilities Code” means the Public Utilities Code of the State of California, as may be amended from time to time.

“PUC” means the California Public Utilities Commission and any successor thereto.

“PUC Performance Standard” means, at any time, the greenhouse gas emission performance standard in effect at such time for electric generation facilities owned or operated (or both) by load-serving entities and not local publicly-owned electric utilities, or for which a load-serving entity and not a local publicly owned electric utility has entered into a contractual agreement for the purchase of power from such facilities, as established by the PUC or other Governmental Authority under the EPS Law.

“PV Contract Capacity” means sixty-five (65) MWac, as measured by the sum of inverter nameplate capacity.

“PV Delivered Energy” means PV System Energy (net of all auxiliary loads, station electrical uses and electrical losses from the PV System to the Point of Delivery), as measured in MWh by the PV Energy Meter in compliance with CAISO metering rules.

“PV Energy Meter” means CAISO-approved and CAISO-polled Electric Metering Device located at the PV System dedicated solely to the PV System as depicted on Appendix O.

“PV System” means the solar photovoltaic electric generating facility to be developed, constructed, owned and operated by Seller (as further described on Appendix B-1).

“PV System Energy” means Energy generated by the PV System.

“QRE” has the meaning set forth in Section 8.4.

“Qualified Buyer Assignee” means any (a) Participating Member or (b) any other non-participating member of Buyer that, in each case, (i) executes a written assumption agreement in favor of Seller pursuant to which such Person assumes all of the obligations of Buyer under this Agreement and the Ancillary Documents and (ii) is rated (A) “Baa2” or higher by Moody’s and “BBB” or higher by S&P, if such Person is rated by both Moody’s and S&P, (B) “Baa2” or higher by Moody’s or “BBB” or higher by S&P if such Person is rated by either S&P or Moody’s, or (C) equivalent ratings by any other credit rating agency of recognized national standing.

“Qualified Issuer” means a Person (a) acceptable to Buyer or (b) that maintains a United States domestic branch, and a current long-term credit rating (corporate or long-term senior unsecured debt) of (1) “A2” or higher by Moody’s and “A” or higher by S&P, if such Person is rated by both Moody’s and S&P or (2) “A2” or higher by Moody’s, or “A” or higher by S&P if such Person is rated by either S&P or Moody’s.

“Qualified Operator” means Clearway Renewable Operation & Maintenance LLC, a limited liability company organized and existing under the laws of the State of California, or (a) with respect to the PV System portion of the Facility, a Person reasonably acceptable to Buyer that has at least three (3) years of operating experience with photovoltaic solar powered generation facilities that are in excess of sixty-five (65) MW in capacity and (b) with respect to the BESS, a Person reasonably acceptable to Buyer that has operating experience with battery energy storage systems that are comparable in size, configuration and capabilities to the BESS, including being connected to, or feeding Energy to, a high voltage transmission level.

“Qualified Transferee” means a Person that (a) maintains, or whose direct or indirect parent maintains, a current long-term credit rating (corporate or long-term senior unsecured debt) of (i) “A2” or higher by Moody’s and “A” or higher by S&P, if such Person is rated by both Moody’s and S&P or (ii) “Aa2” or higher by Moody’s, or “AA” or higher by S&P if such Person is rated by either S&P or Moody’s, or (iii) equivalent ratings by any other credit rating agency of recognized national standing, (b) has a tangible net worth of at least One Hundred and Fifty Million Dollars (\$150,000,000.00), or (c) is reasonably acceptable to Buyer, and in each case (d) (i) executes a written assumption agreement in favor of Buyer pursuant to which any such Qualified Transferee shall assume all the obligations of Seller under this Agreement (except in each case where Seller remains a Party to this Agreement); (ii) retains or causes the subsequent owner to retain a Qualified Operator to operate the Facility and has four (4) years of experience owning, leasing, or managing electrical generation through renewable resources with at least two (2) projects of fifty (50) MW or higher and (iii) is not at the time of transfer in a litigation, arbitration or other formal dispute resolution proceeding against Buyer or a Participating Member.

“Quality Assurance Program” or **“Q/A Program”** has the meaning set forth in Section 5.5.

“Real-Time LMP” means the LMP for the Real-Time Market for the applicable Settlement Interval.

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“REC” or **“Renewable Energy Credit”** means a certificate of proof associated with the generation of electricity from an eligible renewable energy resource, which certificate is issued through the accounting system established, used or approved by the CEC pursuant to the RPS Law, evidencing that a stated quantity of energy (of at least one (1) MWh and in whole units only) was generated and delivered from such eligible renewable energy resource. Such certificate is a tradable environmental commodity (also known as a “green tag” or “renewable energy certificate”) for which the owner of the REC can evidence that it has purchased Energy that is CEC Certified.

“Recapture Period” means the period from the date that the Facility is placed in service for U.S. federal income tax purposes until the date that is five (5) full years from the date that the Facility is placed in service for U.S. federal income tax purposes.

“Recipient Party” has the meaning set forth in Section 14.3(a).

“Reference Hour” means any hour from hour-ending 0700 to hour-ending 2200 (i.e., 7:00 a.m. to 9:59 p.m.) on Monday through Sunday, Pacific Prevailing Time, excluding NERC holidays.

“Remaining Term” means, at any date, the remaining portion of the Delivery Term at that date without regard to any early termination of this Agreement.

“Remedial Action Plan” has the meaning set forth in Section 3.5(a).

“Replacement Capacity Rights” means Capacity Rights, if any, equivalent to those that would have been provided by the Facility during the Contract Year for which the Replacement Product is being provided.

“Replacement Energy” means Energy that is produced by a facility (or facilities) other than the Facility that, at the time delivered to Buyer, (a) is both RPS Compliant and, if applicable, EPS Compliant, and (b) qualifies under California Public Utilities Code Section 399.16(b)(1).

“Replacement Price” has the meaning set forth in Section 7.7(c).

“Replacement Product” means (a) Replacement Energy, and (b) Replacement Capacity Rights.

“Requirement of Law” means any federal, state, local or other law (including Anti-Corruption Laws, Anti-Terrorism Laws, Economic Sanctions Laws and any environmental law, EPS Law or RPS Law), resolution, standard, code, rule, ordinance, directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority, including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements.

“Requirements” means, collectively, (a) any standards or requirements of ASTM, ASME, EPA, IEEE, ISA, National Electrical Code, National Electric Safety Code, OSHA, Cal-OSHA, Uniform Building Code, or Uniform Plumbing Code applicable to the design or construction of the Facility, (b) any applicable local county fire department standards or codes, (c) Prudent Utility Practices, (d) all applicable Requirements of Law, including the UCC, (e) Seller’s Quality Assurance Program, and (f) all other requirements of this Agreement.

“Resource Adequacy Attributes” means the benefits or attributes, if any, now or existing in the future based on the procurement obligations of Buyer with respect to Resource Adequacy as prescribed by the PUC, the CAISO or any other regional entity, and that are associated with the electric generating capability of the Facility. Buyer will be entitled to all Resource Adequacy Attributes from the Facility. Resource Adequacy estimates will be calculated using the PUC methodology for calculating qualifying capacity for co-located resources.

“RFP” has the meaning set forth in the recitals to this Agreement.

“Round Trip Efficiency” or **“RTE”** has the meaning set forth on Appendix K-1.

“Round Trip Efficiency Adjustment Factor” has the meaning set forth on Appendix K-2.

“Round Trip Efficiency Performance Guarantee” has the meaning set forth in Section 9.6(a).

“RPS Compliance” or **“RPS Compliant”** means, when used with respect to the PV System or any other facility at any time, that all Energy generated by such facility at all times shall, together with all of the associated Environmental Attributes, qualify as a “portfolio content category 1” eligible renewable resource, or equivalent if the RPS Law is changed, under the RPS Law and meet the requirements of Public Utilities Code Section 399.16(b)(1).

“RPS Compliance Period” means each “Compliance Period” as defined in the RPS Law.

“RPS Law” means the California Renewable Energy Resources Act, including the California Renewables Portfolio Standards Program, Article 16 of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code, California Public Resources Code § 25740 through 25751, Division 25.5 of California Health and Safety Code (commencing with Section 38580) and any related regulations or guidebooks promulgated by the CEC or, as applicable, the California Air Resources Board, and as all of the foregoing may be promulgated and implemented from time to time, and any replacement laws or regulations.

“S&P” means Standard & Poor’s Financial Services LLC.

“Sale Leaseback Financing” means a sale leaseback whereby the Facility or the Site (which for purposes of this definition shall exclude any easements associated with the transmission line) is sold by Seller to one or more investors (each, a **“Sale Leaseback Lessor”**) and leased back by Seller and Seller retains a right of quiet enjoyment over the Site (or the Facility, as applicable) during the lease term as long as Seller pays Sale Leaseback Lessor thereof rent and meets its other obligations under the lease; *provided* that a Sale Leaseback Financing shall comply with the provisions of Section 12.5(d).

“Sale Leaseback Lessor” has the meaning set forth in the definition of **“Sale Leaseback Financing”**.

“SCADA” means the supervisory control and data acquisition system for the Facility.

“Schedule” or **“Scheduling”** means the actions of Seller and Buyer, their Authorized Representatives, and the Transmission Providers, if applicable, of notifying, requesting and confirming to the CAISO the amounts of Delivered Energy and Replacement Product expected to be delivered (from the PV System or the BESS) consistent with the Scheduling interval at the Point of Delivery on any given date following the Commercial Operation Date and during the Delivery Term, all in the manner contemplated by the CAISO Tariff.

“Scheduled Outage” means any outage with respect to the Facility other than a Forced Outage.

“Scheduled Outage Projection” has the meaning set forth in Section 4.4(b).

“Scheduling Coordinator” has the meaning set forth in the CAISO Tariff.

“Scheduling Procedures” has the meaning set forth in Section 7.3(g).

“Seller” has the meaning set forth in the preamble of this Agreement.

“Seller’s Ultimate Parent” means, (a) as of the Effective Date, Clearway Energy Group LLC, (b) as of the effective date of any YieldCo Transfer, each of Clearway Energy Group LLC, Clearway Energy, Inc., or Hannon Armstrong Sustainable Infrastructure, and (c) from and after any other Change in Control where Seller’s Ultimate Parent entity changes, the entity set forth in Schedule 12.2(h) as Seller’s Ultimate Parent.

“Settlement Interval” has the meaning set forth in the CAISO Tariff.

“Shortfall Damages” has the meaning set forth in Section 9.3.

“Shortfall Energy” has the meaning set forth in Section 9.1.

“Shortfall Makeup Period” means the Contract Year following the end of the Measurement Period during which Shortfall Energy accrues.

“Site” means the real property (including all fixtures and appurtenances thereto) and related physical and intangible property generally identified in Appendix B-2 as owned or leased by Seller where the Facility is located or will be located, and including any easements, rights-of-way or contractual rights held or to be held by Seller for transmission lines or roadways servicing such Site or the Facility located (or to be located) thereon.

“Site Control” means that the Site Control Documents have been executed by Seller and each counterparty thereto and are in full force and effect and such Site Control Documents are sufficient, in Seller’s reasonable discretion, to permit Seller to fulfill all of its then-current obligations under this Agreement.

“Site Control Documents” means the real property leases and easements for the Site that together establish Site Control, including (a) each Land Lease, and (b) the documents listed on Appendix M.

“Special Purpose Entity” means a limited liability company which at all times on and after the Effective Date meets the following conditions:

(a) shall not (i) (A) engage in any consolidation or merger with or into any other business entity, (B) acquire by purchase or otherwise all or substantially all of the business or assets of or beneficial interest in any other entity, or (C) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of its properties or assets, except in each such case to the extent permitted herein; (ii) modify, amend or waive any provisions of its organizational documents in a manner inconsistent with its status as a Special Purpose Entity;

(b) notwithstanding its omnibus powers was organized solely for the purpose of acquiring, developing, owning, holding, selling, financing, leasing, transferring, exchanging, managing and operating the Facility, entering into offtake agreements such as this Agreement with

Buyer, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing;

(c) has not been, is not, and will not be engaged in any business unrelated to the acquisition, development, construction, ownership, management or operation of the Facility or a larger project of which the Facility is a component part;

(d) other than excess real property rights, has not had, and does not have and will not have, any assets other than those related to the Facility or to any larger project of which the Facility is a component part;

(e) has held itself out as and will hold itself out to the public as a legal entity separate and distinct from any other entity and has not failed and will not fail to correct any known misunderstanding regarding the separate identity of such entity;

(f) has maintained and will maintain its accounts, organizational books and records, resolutions and agreements separate from any other Person and has filed and will file its own tax returns (except to the extent treated as a “disregarded entity” for tax purposes and not required to file tax returns under applicable law);

(g) has maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person;

(h) has not entered into or been a party to, and will not enter into or be a party to, any transaction with its members or Affiliates, except (i) on terms that are intrinsically fair, commercially reasonable or no less favorable to it than would be obtained in a comparable arm’s length transaction with an unrelated third party (“**Fair and Reasonable**”); (ii) in connection with the development or construction of the Facility; or (iii) as otherwise set forth and permitted in this Agreement;

(i) does not and will not have any obligation to indemnify, and has not indemnified and will not indemnify any Person other than (i) its officers, managers, or members, as the case may be in connection with activities related to the performance of this Agreement, or (ii) entities requiring indemnification in the normal course of business in connection with the development, construction, ownership, and operation of the Facility;

(j) has considered and shall consider the interests of its creditors, if any, in connection with all limited liability company actions, if at any time it perceives that it is not or believes that it may not be (i) solvent or (ii) able to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

(k) does not and will not have any of its obligations guaranteed by any Affiliate and does not and will not hold itself out as being responsible for the debt obligations of any other Person, except (i) any parent guarantees that may be issued by an upstream Affiliate for any Facility Debt, hedge for the Facility, Tax Equity Financing or construction and/or supply agreements necessary for the construction of the Facility, or (ii) in accordance with the Generator Interconnection Agreement;

(l) has (i) complied and will comply with the terms and provisions contained in its organizational documents, and (ii) has observed and will observe all customary limited liability company formalities under applicable laws and its organizational documents;

(m) has not and will not commingle its funds or assets with those of any Person and has not participated and will not participate in any joint or connected bank accounts with any other Person;

(n) has held and will hold its assets in its own name and will conduct all business in its own name;

(o) has paid and will pay its own liabilities and expenses, including the salaries of any employees it might have, out of its own funds and assets and will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations, except with respect to expenses paid by the tax equity partnership owning Seller, including asset management, accounting and legal, rent, operation and maintenance fees, property and sales taxes and filing fees;

(p) has not assumed or guaranteed or become obligated for, and will not assume or guarantee or become obligated for, the debts of any other Person (other than an Affiliate of Seller in the interest of the financing of the Facility) and has not held out and will not hold out its credit as being available to satisfy the obligations of any other Person (other than an Affiliate of Seller in the interest of the financing of the Facility), except in accordance with the Generator Interconnection Agreement; *provided, however*, that it may join in any guarantee of the indebtedness of any Affiliate (i) in which all or substantially all of its other Affiliates join as guarantors or co-obligors and, provided further, that such guarantee contains a net worth limitation on the amount of the guaranteed obligations thereunder, a fraudulent transfer savings clause, or other terms as Seller determines to be appropriate to prevent the guarantee from rendering Seller insolvent, or (ii) as otherwise permitted pursuant to this Agreement;

(q) does not have and will not acquire obligations or securities of its members or any Affiliate except as permitted under (h), (k) and (p) of this definition;

(r) now maintains and uses, and will maintain and use, separate invoice bearing its name; such invoices utilized by it or utilized to collect its funds or pay its expenses have borne and shall bear its own name and have not borne and shall not bear the name of any other entity unless such entity is clearly designated as being its agent;

(s) except in connection with the development or construction, or financing of the development or construction of the Facility of any larger project of which the Facility is a component part, has not pledged and will not pledge its assets for the benefit of any other Person, other than Permitted Encumbrances;

(t) is and intends to remain solvent and has paid and intends to continue to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall have or become due, and has maintained, is maintaining and intends to maintain through intercorporate capital allocation by loans and deposits pursuant to a central cash

management system adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; and

(u) will have no indebtedness other than (i) debt, if any, in an amount for construction and permanent operations of the Facility, as applicable, considered in light of the types and amounts of other sources of capital used for the Facility that is within reasonable and prudent market norms given the size, type and commercial attributes of the Facility and poses no material risk to its liquidity or its ability to perform its obligations under this Agreement and (ii) such other indebtedness that are expressly permitted pursuant to this Agreement.

“Startup and Test Energy” means PV Delivered Energy, measured in MWh, generated prior to the Commercial Operation Date for which there are certified RECs, measured in MWh, delivered prior to the Commercial Operation Date.

“Storage Capacity Test” means any test or retest of the BESS to establish the Dischargeable Energy and/or Round Trip Efficiency, conducted in accordance with the testing procedures, requirements and protocols set forth on Appendix K-1 and Appendix K-3.

“Subcontract” means any agreement or contract entered into on or after the Effective Date by Seller and a Person other than Buyer, which Person is providing goods or services to Seller that are related to the performance of Seller’s obligations under this Agreement. Subcontracts specifically include any agreement or contract that is referred to or defined as a “subcontract” in the policies, ordinances, codes or laws with which Seller must comply pursuant to this Agreement, or that is made with a “subcontractor” as such term is used or defined in such policies, ordinances, codes, or laws.

“Subcontractor” means any party to a Subcontract with Seller.

“Supplementary Storage Capacity Test Protocol” has the meaning set forth on Appendix K-3.

“System Emergency” means each of the following: (i) “System Emergency” as set forth in the CAISO Tariff and (ii) a condition or situation that in the judgment of Buyer (a) is imminently likely to endanger life or property; or (b) is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, reliability of, or damage to the Transmission System, Transmission Provider’s interconnection facilities (as defined in the Generator Interconnection Agreement) or the transmission systems of others to which the Transmission System is directly connected.

“Taking” has the meaning set forth in Section 12.3(e).

“Tax” or “Taxes” means each federal, state, county, local and other (a) net income, gross income, gross receipts, sales, use, ad valorem, business or occupation, transfer, franchise, profits, withholding, payroll, employment, excise, property or leasehold tax and (b) customs, duty or other fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amount with respect thereto.

“Tax Equity Financing” means, with respect to Seller or any Upstream Equity Owner,

any transaction or series of transactions (a) resulting in a portion of the membership interests in Seller or Upstream Equity Owner, as applicable, being issued or otherwise provided to another Person (a ***Tax Equity Investor***) in exchange for capital contributions to Seller or Upstream Equity Owner, as applicable, or the Facility being sold to and leased by Seller from a Tax Equity Investor, in either case for the purpose of raising a portion of the funds needed to finance the construction of the Facility by monetizing the Tax credits, depreciation and other tax benefits associated with the Facility (including without limitation any transaction of the type described in this definition that utilizes a lease or inverted lease structure), or (b) consisting of a Sale Leaseback Financing.

“Tax Equity Investor” has the meaning set forth in the definition of ***Tax Equity Financing***.

“Termination Notice” has the meaning set forth in Section 13.4(a).

“Termination Payment” means a payment in an amount equal to the Non-Defaulting Party’s (a) Losses, plus (b) Costs, minus (c) Gains; *provided, however*, that if such amount is a negative number, the Termination Payment shall be equal to zero.

“Third Party Sale Replacement Price” has the meaning set forth in Section 6.2.

“Transmission Provider” means the Person operating the Transmission System to and from the Point of Delivery.

“Transmission Services” means the transmission and other services required to transmit Delivered Energy to or from the Point of Delivery.

“Transmission System” means the facilities utilized to provide Transmission Services.

“UNAVAILHRS_m” has the meaning set forth on Appendix K-1.

“Unexcused Cause” has the meaning set forth in Section 14.6(b).

“UNFCCC” has the meaning set forth in the definition of ***Environmental Attribute***.

“Upstream Equity Owner” means any upstream equity owner of Seller below Seller’s Ultimate Parent.

“Variable Energy Resource Forecast” means the final forecast of the Energy to be produced by the PV System prepared by the CAISO in accordance with the Eligible Intermittent Resources Protocol for use in submitting a Schedule for the output of the PV System in the Real-Time Market, and if such forecast is not available, the final forecast for the Energy in the Day-Ahead Market.

“WECC” means the Western Electricity Coordinating Council.

“Western Interconnection” means the wide synchronous power grid overseen by the WECC.

“**WREGIS**” means Western Renewable Energy Generation Information System.

“**WREGIS Certificates**” has the meaning set forth in Section 8.4.

“**WREGIS Operating Rules**” means the rules describing the operations of the WREGIS, as published by WREGIS.

“**WREGIS Withhold Amount**” has the meaning set forth in Section 11.2.

“**YieldCo Partnership**” means Daggett 2 TargetCo LLC, in whom one hundred percent (100%) of the equity is owned directly or indirectly, by a combination of Clearway Energy Group LLC, Clearway Energy, Inc., and Hannon Armstrong Sustainable Infrastructure.

“**YieldCo Transfer**” means any transaction or series of transactions in which the direct or indirect interests in Seller are transferred to Clearway Energy, Inc., or a subsidiary of Clearway Energy, Inc., and Hannon Armstrong Sustainable Infrastructure, or a subsidiary of Hannon Armstrong Sustainable Infrastructure, following which (a) a majority of the economic interests in the YieldCo Partnership is held, directly or indirectly, by Clearway Energy Group LLC and Hannon Armstrong Sustainable Infrastructure and (b)(i) Clearway Energy, Inc., retains management control over Seller, directly or indirectly through its capacity as the managing member of the YieldCo Partnership, by contract or otherwise and (ii) Clearway Renewable Operation & Maintenance LLC, or another Qualified Operator has been retained to perform the operation and maintenance of the Facility. For the avoidance of doubt, if at any time clause (a) or (b) is not satisfied, then Seller must comply with all requirements set forth in this Agreement with respect to a Change in Control.

Other terms defined herein have the meanings so given when used in this Agreement with initial-capitalized letters.

Section 1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) time is of the essence;
- (b) the singular number includes the plural number and vice versa;
- (c) reference to any Person includes such Person’s successors and assigns (regardless of whether such Person’s successors and assigns are expressly referenced in the provision) but, in case of a Party hereto, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (d) reference to any gender includes the other;
- (e) reference to any agreement (including this Agreement), document, act, statute, law, instrument, tariff or Requirement means such agreement, document, act, statute, law, instrument, or tariff, or Requirement, as amended, modified, replaced or superseded and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof,

regardless of whether the reference to the agreement, document, act, statute, law, instrument, tariff, or Requirement expressly refers to amendments, modifications, replacements, or successors;

(f) reference to any Article, Section, or Appendix means such Article of this Agreement, Section of this Agreement, or such Appendix to this Agreement, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(g) “hereunder,” “hereof,” “hereto” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article or Section or other provision hereof or thereof;

(h) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term, regardless of whether words such as “without limitation” are expressly included in the applicable provision;

(i) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including”;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) unless otherwise indicated, reference to time shall always refer to Pacific Prevailing Time; and reference to any “day” shall mean a calendar day, unless otherwise indicated; and

(l) the term “or” is not exclusive, regardless of whether “and/or” is used in the applicable provision.

ARTICLE II

EFFECTIVE DATE, TERM, AND EARLY TERMINATION

Section 2.1 Effective Date. This Agreement shall be effective as of the Effective Date. No more than five (5) Business Days after the Effective Date, Seller shall deliver (or caused to be delivered) to Buyer (a) copies of all resolutions and other documents evidencing the limited liability actions described in Section 12.2(b), certified by an authorized representative of Seller as being true, correct, and complete, (b) an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller, and (c) the Legal Opinion. No more than ten (10) days after the Effective Date, Seller shall deliver to Buyer the Project Development Security. No more than thirty (30) days after the Effective Date, Seller shall deliver to Buyer, and Buyer shall have received evidence reasonably satisfactory to Buyer that Seller continues to maintain Site Control.

Section 2.2 Term.

(a) **Agreement Term.** The term of this Agreement (the “*Agreement Term*”) shall commence on the Effective Date and end on the last day of the Delivery Term or upon the earlier termination of this Agreement in accordance with the terms hereof.

(b) **Delivery Term.** This Agreement shall have a delivery term (the “**Delivery Term**”) commencing on the Commercial Operation Date and ending at 11:59 p.m. on the date that is twenty (20) years after the Commercial Operation Date, unless sooner terminated in accordance with the terms of this Agreement.

Section 2.3 Survivability. The provisions of Section 2.3, 2.4, 13.4, 14.1 through 14.3, 14.8 through 14.22 and 14.25 shall survive for a period of one (1) year following the termination of this Agreement. The provisions of ARTICLE I shall survive to the extent necessary for the enforcement of other surviving provisions. The provisions of Sections 11.6 and 11.8 shall survive for a period of four (4) years following final payment made by Buyer hereunder or the expiration or termination date of this Agreement, whichever is later. The provisions of Section 5.7, ARTICLE VI, ARTICLE VIII, ARTICLE IX and Sections 11.1 through 11.5 and 11.7 shall continue in effect after termination to the extent necessary to provide for final billing, adjustments, and deliveries (including the provision to Buyer of Replacement Product or Shortfall Damages) related to any period prior to termination of this Agreement.

Section 2.4 Early Termination.

(a) **Early Termination by Mutual Agreement.** This Agreement may be terminated by mutual written agreement of the Parties.

(b) **Early Termination for Default.** This Agreement may be terminated for Default pursuant to Section 13.4.

(c) **Early Termination for Failure to Obtain CEC Certification.** Buyer may, in its sole discretion and without penalty to Buyer, terminate this Agreement, effective upon notice to Seller if Facility is not CEC Certified by the date that is six (6) months after the Commercial Operation Date.

(d) **Early Termination for Force Majeure.** This Agreement may be terminated pursuant to Section 14.6(c).

(e) **Early Termination for Daily Delay Damages.** Buyer may, in its sole discretion and without penalty to Buyer, terminate this Agreement, effective upon notice to Seller, if Seller incurs liability for Daily Delay Damages in an amount equal to, or in excess of, the amount of the Project Development Security.

(f) **Effect of Termination.** Except as otherwise provided herein, any early termination of this Agreement under this Section 2.4 shall be without prejudice to the rights and remedies of a Party for Defaults occurring prior to such termination.

ARTICLE III DEVELOPMENT OF THE FACILITY

Section 3.1 General.

(a) **Project Design.** Seller shall determine the proposed location, design, and configuration of the Facility as it deems appropriate, subject to the Requirements, including the

characteristics and other requirements for the Facility set forth in Appendix B-1, and also subject to any conditions imposed by the lead agency or any responsible agency as part of the CEQA review of the Facility and which Seller deems acceptable.

(b) **Permitting.** Seller, at its expense, shall timely take all steps necessary to obtain all Permits required to construct, maintain, and operate the Facility in accordance with the Requirements and for the performance of Seller's obligations hereunder.

(c) **Meetings with Governmental Authorities.** Seller shall represent the Facility as necessary in all meetings with and proceedings before all Governmental Authorities.

(d) **Construction.** Seller shall use commercially reasonable and diligent efforts to site, develop, finance and construct the Facility. Seller shall develop, operate and maintain the Facility, at its sole risk and expense, and in compliance with the Requirements and applicable manufacturer's and operator's specifications and recommended procedures; *provided, however*, meeting these requirements shall not relieve Seller of its other obligations under this Agreement. Seller shall ensure that the construction of the Facility is governed by a project labor agreement, community workforce agreement, work site agreement, collective bargaining agreement, or any other similar agreements providing for the terms and conditions of employment with the applicable labor organizations.

(e) **Other Information.** In addition to the reports required to be delivered under this Agreement, including Section 3.5 and Section 5.6, Seller shall provide to Buyer such other information regarding the permitting, engineering, construction or operations, of Seller, its Subcontractors or the Facility, as Buyer or Buyer's Authorized Representative may, from time to time, reasonably request. Buyer and Buyer's Authorized Representative shall be permitted to inspect the Facility from time to time upon reasonable notice to Seller and during reasonable business hours subject to Site safety protocols and orientation as set forth in Section 5.2, but Buyer and Buyer's Authorized Representative shall not interfere with the activities at the Facility and be escorted while on the Site by an employee or other representative of Seller. Without limiting Seller's indemnification obligations in Section 14.19(a), the presence of Buyer, its representatives or both on the Site shall be at Buyer's sole expense and risk.

(f) **Certification Regarding Debt.** No less than thirty (30) days before the Construction Start Date, and no more than ninety (90) days after the Commercial Operation Date, Seller shall deliver to Buyer a certificate of Seller's authorized officer, certifying that the amount of debt Seller has incurred, if any, for construction and permanent operations of the Facility, as applicable, considered in light of the types and amounts of other sources of capital used for the Facility, (i) is within reasonable and prudent market norms given the size, type, and commercial attributes of the Facility and (ii) poses no material risk to Seller's liquidity or to Seller's ability to perform its obligations under the Agreement.

Section 3.2 Site Confirmation. Seller represents and warrants that (a) Seller's agents and representatives have visited, inspected and are familiar with the Site and its surface physical condition relevant to the obligations of Seller pursuant to this Agreement, including surface conditions, normal and usual soil conditions, roads, utilities, the presence, if any, of archaeological and cultural artifacts and topography, and solar radiation, air and water quality

conditions, (b) Seller is familiar with all local and other conditions that may be material to Seller's performance of its obligations under this Agreement (including, transportation, seasons and climate, access, weather, the presence, if any, of endangered species, handling and storage of materials and equipment, and availability and quality of labor and utilities), and (c) Seller has determined that the Site constitutes an acceptable and suitable site for the construction and operation of the Facility in accordance herewith. Any failure by Seller to take the actions described in this Section 3.2 shall not relieve Seller from any responsibility for estimating properly the difficulty and cost of successfully constructing, maintaining or operating the Facility in accordance with this Agreement or from proceeding to construct, maintain and operate the Facility successfully without any additional expense to Buyer. The foregoing shall not restrict Seller's right to claim Force Majeure hereunder to the extent the requirements therefor are satisfied.

Section 3.3 Subcontracts.

(a) Seller shall not allow terms in any Subcontract that would interfere with Buyer's rights of access, inspection and audit provided for in this Agreement.

(b) Seller shall deliver to Buyer a schedule of the performance of initial performance tests and other tests required under each Subcontract for Seller to achieve Commercial Operation hereunder, which schedule may be updated by Seller (and provided to Buyer) from time to time as needed based on the progress of the work.

Section 3.4 Certification of Commercial Operation Dates. Not less than ninety (90) days prior to the date upon which Seller expects to achieve all of the conditions precedent to Commercial Operation as specified in Appendix L-2, Seller shall give written notice to Buyer of such expected date of Commercial Operation. Seller shall deliver written completion certifications to Buyer in the form of Appendix L-2; *provided, however*, that (a) Buyer shall not be obligated to accept a Commercial Operation Date that is earlier than the Expected Commercial Operation Date unless Seller has provided Buyer with three (3) months' notice of a proposed earlier Expected Commercial Operation Date and (b) Commercial Operation is not achieved earlier than March 31, 2023. Within ten (10) Business Days after delivery of Seller's initial certification, and thereafter within five (5) Business Days after Seller resubmits a certification, Buyer shall in writing either accept or reject the certification in its reasonable discretion. Any rejection of a certification shall specify in detail the specific substantive deficiencies upon which it is based. Seller shall have the right to contest a rejection of its initial certification by providing information or documentation demonstrating that no such deficiencies exist. Subject to Seller's right to contest a rejection of the initial certification, Seller shall promptly correct any defects or deficiencies identified in a rejection and resubmit the certification within five (5) Business Days. If, during the required time period, Buyer does not either accept or reject any certification, then for all purposes of this Agreement Buyer shall be deemed to have accepted such certification. The Commercial Operation Date shall be the date on which Seller delivered the certification that is accepted or deemed accepted by Buyer as provided in this Section 3.4.

Section 3.5 Milestone Schedule; Delay Damages.

(a) **Milestone Schedule, Reporting and Startup and Test Energy.**

(i) Attached as Appendix I is a milestone schedule with deadlines for the development of the Facility through the Commercial Operation Date (each milestone, a “**Milestone**” and each date by which a Milestone is to be completed, a “**Milestone Date**”). Seller shall achieve each Key Milestone by the Milestone Date therefor and shall use commercially reasonable efforts to achieve each other Milestone by the Milestone Date therefor.

(ii) Until the Commercial Operation Date, Seller shall provide Buyer with a report on a Monthly basis, except that Seller shall provide such report on a quarterly basis until construction of the Facility commences, that includes: (1) a description of the Site plan for the Facility, (2) a description of any planned changes to the Facility or Site plan since the previously delivered report, (3) a bar chart schedule showing progress to achieving the remaining Milestones with respect to the Facility, (4) a chart showing the critical path schedule of major items and activities, (5) a summary of activities at the Facility during the previous Month, (6) a forecast of activities during the then-current Month, (7) a list of any significant developments or delays or other issues that could impact Seller’s achievement of Milestones relating to the Facility by the applicable Milestone Dates, and (8) pictures, in sufficient quantity and of appropriate detail, documenting construction and startup progress with respect to the Facility.

(iii) If Seller anticipates that it will not achieve a Milestone by the applicable Milestone Date (as such date may be extended pursuant to this Section 3.5), Seller shall promptly prepare and deliver to Buyer a remedial action plan (“**Remedial Action Plan**”), which shall set forth (1) the anticipated period of delay, (2) the basis for such delay, (3) an outline of the commercially reasonable steps that Seller is taking to address the delay and to ensure that future Milestones, including the Guaranteed Commercial Operation Date, will be timely achieved, (4) a proposed revised date for achievement of the applicable Milestone and (5) such other information and in such detail as may be reasonably requested by Buyer. Except as set forth in Section 3.5(b), Seller shall not have any liability for failure to timely achieve a Milestone other than the obligation to submit a Remedial Action Plan; *provided, however*, that the foregoing shall not limit Buyer’s right to exercise any right or remedy available under this Agreement or at law or in equity for any other Default occurring concurrently with or before or after Seller’s delay in achievement of the applicable Milestone.

(iv) Beginning no earlier than April 21, 2023, Seller shall have the right to sell and deliver, and Buyer shall purchase and accept from Seller, Startup and Test Energy at the rate for such Energy set forth in Appendix A-1, subject to Seller providing thirty (30) days’ prior written notice to Buyer. Seller shall provide a schedule of its best projection for delivery of Startup and Test Energy with its notice, which schedule shall be subject to Buyer’s reasonable approval in all respects. Buyer may curtail Startup and Test Energy, as a non-compensable curtailment, if necessary in its reasonable judgment, subject to Section 7.4(b). For the avoidance of doubt, Buyer shall have the right, but shall have no obligation hereunder, to purchase Startup and Test Energy at any time before April 21, 2023.

(b) **Delays; Delay Damages.**

(i) Each Milestone Date (other than the Outside Commercial Operation Date) may be extended, on a day-for-day basis to the extent Seller is actually, demonstrably and unavoidably delayed in achieving such Milestone due to Force Majeure or an Interconnection Delay. Notwithstanding anything to the contrary set forth in this Agreement, the Outside Commercial Operation Date shall not be extended for any reason whatsoever, including due to Force Majeure or any Interconnection Delay, and the failure to achieve the Commercial Operation Date by the Outside Commercial Operation Date shall be an immediate Default by Seller, not subject to extension or cure of any kind.

(ii) If Seller fails to achieve any Key Milestone by the applicable Milestone Date (as such Milestone Date may be extended pursuant to Section 3.5(b)(i)), Seller shall pay liquidated damages to Buyer for each day between the Milestone Date and the date upon which such Key Milestone is achieved (or the Agreement is terminated by Buyer) in the applicable daily liquidated damage amount set forth for such Key Milestone in Appendix I (the “**Daily Delay Damages**”). For the avoidance of doubt, if multiple Key Milestones are missed, Seller shall pay Daily Delay Damages for each Key Milestone. If Seller fails to achieve the Construction Start Date by the date that is one hundred eighty (180) days after the Milestone Date for the Construction Start Milestone, Buyer shall have the right in its sole discretion and without penalty to (1) terminate this Agreement for a Default under Section 13.4, or (2) allow Seller to continue to pay the Daily Delay Damages to Buyer, during which time Buyer shall not terminate the Agreement based on Seller’s failure to timely achieve the Construction Start Milestone. Seller shall pay to Buyer Daily Delay Damages within seven (7) days after receipt of an invoice therefor from Buyer. If Seller achieves (A) the Construction Start Milestone before the date that is six (6) months prior to December 20, 2023 and (B) Commercial Operation by the Guaranteed Commercial Operation Date, then Buyer shall refund to Seller any amounts previously paid to Buyer as Daily Delay Damages for failure to achieve the Construction Start Milestone by the Milestone Date therefor net of any costs and expenses incurred, or damages sustained, by Buyer directly as a result of Seller’s failure to achieve the Construction Start Milestone. If Seller fails to achieve the Construction Start Milestone on or before the date that is six (6) months prior to December 20, 2023, Buyer shall be entitled to all Daily Delay Damages accruing as a result of Seller’s failure to achieve the Construction Start Milestone by the Milestone Date therefor even if Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date. If Seller fails to achieve Commercial Operation by the Outside Commercial Operation Date, Buyer shall have the right in its sole discretion and without penalty to terminate this Agreement for a Default under Section 13.4.

(iii) The Parties agree that the damages that Buyer would incur due to Seller’s failure to timely achieve a Key Milestone would be difficult or impossible to predict with certainty, and it is impractical or difficult to assess actual damages in those circumstances, but the Daily Delay Damages are a fair and reasonable calculation of such damages for Seller’s failure to achieve any Key Milestone by the Milestone Date therefor. The payment of Daily Delay Damages as provided in this ARTICLE III are Buyer’s sole remedy for Seller’s failure to timely achieve a Key Milestone, but shall not limit Buyer’s right to (a) exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before, or after Seller’s delay in achieving the applicable Key Milestone by the Milestone Date therefor, or (b)

terminate this Agreement pursuant to Section 13.4, *provided* that the payment of Daily Delay Damages shall be taken into account when determining any damages due Buyer for such termination; *provided further* that in no event shall any damages, including Daily Delay Damages, owed in connection with such termination exceed the limitation of liability provided in Section 14.19(e).

Section 3.6 Decommissioning and Other Costs. Buyer shall not be responsible for any cost of decommissioning or demolition of the Facility or any environmental or other liability associated with the decommissioning or demolition of the Facility without regard to the timing or cause of the decommissioning or demolition.

Section 3.7 CEC Certification. Seller shall provide Buyer with a copy of the CEC pre-certification of the PV System at least thirty (30) days prior to the date on which Startup and Test Energy is first delivered to Buyer. Promptly, but in no event more than ten (10) days following the Commercial Operation Date, Seller shall file with the CEC all materials and documents required to demonstrate that the Facility is entitled to be CEC Certified. Seller shall promptly provide Buyer with copies of all submittals to the CEC and other correspondence between Seller and the CEC. Failure by Seller to comply with the requirements set forth in this Section 3.7 shall constitute a Default by Seller, subject to the cure periods set forth in Section 13.1(b).

ARTICLE IV OPERATION AND MAINTENANCE OF THE FACILITY

Section 4.1 General Operational Requirements. Seller shall, at all times:

(a) At its sole expense, operate and maintain the Facility in accordance with the Requirements and the requirements of applicable manufacturer's and operator's specifications and using commercially reasonable efforts to comply with any published recommendations of the manufacturers and suppliers of the solar panels, battery and other major components of the Facility;

(b) At its sole expense, operate and maintain the Facility using a Qualified Operator in accordance with the Requirements;

(c) Use qualified and trained personnel for managing, operating and maintaining the Facility and for coordinating with Buyer, and ensure that necessary personnel are available on-site or on-call twenty-four (24) hours per day following the Commercial Operation Date and during the Delivery Term (for the avoidance of doubt, in no event will the operation of the Facility or any portion thereof by a third party, nor shall Buyer's approval of any third-party operator, relieve Seller of any of its obligations hereunder);

(d) Operate and maintain the Facility with due regard for the safety, security and reliability of the interconnected facilities and Transmission System; and

(e) Ensure that the instantaneous AC output from the Facility does not exceed the PV Contract Capacity.

Section 4.2 Operation and Maintenance Plan.

(a) **General.** Seller shall (i) devise and implement a plan of inspection, maintenance, and repair for the Facility and the components thereof (including a schedule for such inspections, maintenance and repairs) in order to maintain such equipment in accordance with Prudent Utility Practices, (ii) complete all such inspections, maintenance and repair of the Facility, and the components thereof, on a timely basis according to such plan and (iii) shall keep records with respect to inspections, maintenance, and repairs thereto. The aforementioned plan and all records of such activities shall be available for inspection by Buyer during Seller's regular business hours upon reasonable notice.

(b) **After Commercial Operation.** Following the Commercial Operation Date, Seller shall provide to Buyer, on a quarterly basis, summaries or redacted versions of any regularly prepared operations and maintenance status reports of the Facility provided to WECC or the Facility Lenders.

Section 4.3 Operation and Use of the BESS; Grid Charging.

(a) Seller shall procure, install, configure, operate, and maintain the BESS in a manner consistent with meeting all of the BESS Performance Guarantees described in Section 9.6 of this Agreement and shall otherwise cause the BESS to provide the services contemplated herein, and to operate throughout the Agreement Term, in accordance with the terms and conditions of this Agreement. Buyer or Buyer's agent shall have the exclusive right to schedule or designate the BESS to charge or discharge via the BESS Instructions, subject to the Operating Restrictions. Other than auxiliary/parasitic load, Seller shall not dispatch or operate the BESS other than via the BESS Instructions. Seller shall implement safeguards, notices, and advance warning systems into the BESS to prohibit operation of the BESS outside of the limitations set forth in this Section 4.3.

(b) **Grid Charging.** Seller shall design and construct the BESS as an integrated part of the PV System, and during the Recapture Period, notwithstanding any other provision of this Agreement, the BESS shall be charged exclusively using PV System Energy. After the end of the Recapture Period, in order to optimize the benefits of the Facility, Seller shall make reconfigurations of, or adjustments to, the Facility or interconnection facilities as necessary to allow for grid charging of the BESS at no additional cost and as soon as is reasonably practicable.

Section 4.4 Outages.

(a) Unless otherwise agreed, subject to compliance with Section 4.4(b), Seller shall be permitted to reduce deliveries of Product during any Scheduled Outage. To the extent notice is not already required under the terms hereof, Seller shall notify Buyer as soon as practicable of any extensions to any Scheduled Outage and expected end dates thereof. Between June 1st and September 30th, Seller shall not schedule non-emergency maintenance that reduces the PV System Energy or the BESS Contract Capacity of the BESS, unless (1) (i) such Scheduled Outage complies with the CAISO Tariff and all applicable rules and regulations of CAISO, (ii) is required to avoid damage to the Facility, (iii) such maintenance is necessary to maintain equipment warranties and cannot be scheduled outside the period of June 1st to September 30th, and (iv) such Scheduled Outage is required in accordance with Prudent Utility Practices, or (2) the Parties agree otherwise in writing.

(b) Buyer and Seller shall cooperate to minimize Scheduled Outages during specified periods of time during each calendar year in accordance with Prudent Utility Practices and this Section 4.4 (such periods, the “**Major Maintenance Blockout**”). No later than one hundred twenty (120) days prior to the anticipated Commercial Operation Date and the commencement of each Contract Year thereafter, Buyer shall provide Seller with its specified Major Maintenance Blockout. In the absence of such updated notification, the most recent previous Major Maintenance Blockout notification shall apply. Seller shall attempt to minimize its Scheduled Outages during the Major Maintenance Blockout consistent with Prudent Utility Practices; *provided* that Seller shall be permitted to perform scheduled and unscheduled maintenance on the Facility during Major Maintenance Blockouts during such hours when solar irradiance levels are insufficient to permit the production of Energy, if such maintenance is permitted under the CAISO Tariff and conducted in accordance with all applicable Requirements (including, for avoidance of doubt, the requirements of the Transmission Provider). In addition, no later than sixty (60) days prior to the anticipated Commercial Operation Date, and for each calendar year thereafter, no later than the deadline for providing the CAISO with proposed maintenance outages for the following year as described in the CAISO Tariff, Seller shall provide the CAISO and Buyer with its non-binding written projection of all Scheduled Outages for the succeeding calendar year (the “**Scheduled Outage Projection**”) reflecting a minimized schedule of scheduled maintenance during the Major Maintenance Blockout. In addition, Seller shall cooperate in good faith with maintenance scheduling requests by Buyer consistent with Prudent Utility Practices. The Scheduled Outage Projection shall include information concerning all projected Scheduled Outages during such period, including (A) the anticipated start and end dates of each Scheduled Outage; (B) a description of the maintenance or repair work to be performed during the Scheduled Outage; and (C) the anticipated MW of operational capacity of the PV System, the BESS and the Facility, if any, during the Scheduled Outage. Seller shall use commercially reasonable efforts to notify Buyer of any change in the Scheduled Outage Projection as soon as practicable, but in no event later than sixty (60) days prior to the newly scheduled date for the Scheduled Outage. Seller shall use commercially reasonable efforts to accommodate reasonable requests of Buyer with respect to the timing of Scheduled Outages and shall, to the extent feasible and consistent with Prudent Utility Practices, (x) arrange for Scheduled Outages to occur between October 1 and May 1 of each year (or such other period as reasonably determined by Buyer from time to time) and coincident with planned transmission outages, but not to overlap with the Major Maintenance Blockout and (y) cause not more than fifty percent (50%) of the PV Contract Capacity to be unavailable during any Scheduled Outages. In the event of a System Emergency, Seller shall use commercially reasonable efforts to reschedule any Scheduled Outage previously scheduled so that it occurs during the System Emergency.

(c) Seller shall report all outages, including all Forced Outages and Scheduled Outages, to CAISO in accordance with the CAISO Tariff and all applicable rules and regulations of CAISO. In addition, Seller shall notify Buyer immediately upon identification of a situation likely to result in a Forced Outage occurring within a twenty-four (24) hour period that is likely to cause or require removal of the PV System, the BESS or the Facility from service, or a reduction in the maximum output capability of the PV System, the BESS or the Facility by one (1) MW or more from the value most recently recorded in the Web Outage Management System for the CAISO. For all other Forced Outages, Seller shall provide Buyer with as much advance notice as practicably possible, but in all cases, shall notify Buyer and the CAISO within thirty (30) minutes after the commencement of the Forced Outage. Seller shall provide detailed information concerning each Forced Outage, including (i) the start and anticipated end dates of the Forced

Outage; (ii) a description of the cause of the Forced Outage; (iii) a description of the maintenance or repair work to be performed during the Forced Outage; and (iv) the anticipated MW of operational capacity, if any, during the Forced Outage. Seller shall exercise commercially reasonable efforts to avoid Forced Outages and to limit the duration and extent of any such outages.

(d) In addition to the requirements set forth in Section 4.4(a), Section 4.4(b) and Section 4.4(c), the Parties shall cooperate to develop mutually acceptable procedures for addressing Scheduled Outages and any other outages arising in connection with the Facility.

(e) In the event of any inconsistency between the provisions in this Section 4.4 and any applicable requirements of CAISO, such CAISO requirements shall govern.

ARTICLE V

COMPLIANCE DURING CONSTRUCTION AND OPERATIONS; SECURITY

Section 5.1 In General.

(a) **Facility Covenants.** Seller shall perform, or cause to be performed, all development, engineering, design and construction of the Facility in a good and workmanlike manner and in accordance with the Requirements. Seller shall obtain from the manufacturers of the equipment installed in the PV System and the BESS warranties and performance guarantees of market-standard terms of years and sufficient to allow Seller to meet the performance guarantees set forth in this Agreement. Seller shall not create, incur, assume or permit to exist any Lien other than Permitted Encumbrances on any portion of the Facility or the Site without the prior written approval of Buyer. Seller shall, throughout the Delivery Term, monitor the operation and maintenance of the Facility to ensure that the Facility, and said operation and maintenance, is, and will be, in full compliance with Prudent Utility Practices, other Requirements applicable to the Facility, Seller's Quality Assurance Program, and any other provisions of this Agreement.

(b) **Equipment Suppliers.** Seller shall only engage with Approved Vendors for the solar panels and batteries to be incorporated into the Facility.

Section 5.2 Buyers' Rights to Monitor in General. Buyer shall have the right, and Seller shall permit Buyer and its Authorized Representative, advisors, engineers and consultants, upon reasonable advance notice to observe, inspect, review and monitor all construction, operations and activities of the Facility, including (a) reviewing and monitoring (x) the installation of the equipment, start up and testing, and Commercial Operation of the Facility, and (y) all initial performance tests during Facility start-up and all tests required under the Subcontracts to be performed prior to each Milestone and achievement of Commercial Operation and (b) performing such detailed examinations and inspections as, in the judgment of Buyer, are appropriate and advisable to determine that the Facility equipment and ancillary components of the Facility have been installed in accordance with the Requirements and (c) making notes about and copying all non-confidential or non-proprietary documents, drawing, plans, specifications, permits, test results, and information as Buyer may reasonably request; *provided* that such activities on the part of Buyer and its Authorized Representative shall be coordinated with Seller so as to not interfere with the construction or operation of the Facility. Seller shall endeavor to provide Buyer at least ten (10) Business Days prior notice of the commencement of any

performance tests. Seller shall cause its personnel, consultants, and contractors to be available to, and cooperate in all reasonable respects with, Buyer and its Authorized Representative, advisors, engineers, and consultants at reasonable times and with prior notice for purposes of Buyer's exercise of its rights under this Section 5.2; *provided* that in no event shall Seller be required to reschedule any such tests should Buyer or its representatives not be available on the scheduled date for such tests. Upon any visit to the Site, Buyer and its representatives shall: (i) not interfere with the orderly progression of the work on Site or operation of the Facility; (ii) follow Seller's rules and policies with respect to safety and protection of property and the environment; and (iii) be escorted while on the Site by an employee or other representative of Seller. Without limiting Seller's obligations under Section 14.19, the presence of Buyer, its representatives or both on the Site shall be at Buyer's sole expense and risk. From and after the Commercial Operation Date, except in the event of a System Emergency, Seller shall accommodate Buyer's requests to visit the PV System or the Facility during Seller's regular business hours upon reasonable notice.

Section 5.3 Effect of Review by Buyer. Any review by Buyer or a Buyer's Authorized Representative of the design, construction, engineering, operation or maintenance of the Facility, or observation of any testing, is solely for the information of Buyer. Buyer shall have no obligation to share the results of any such review or observations with Seller, nor shall any such review or the results thereof (whether or not the results are shared with Seller), nor any failure to conduct any such review, nor any observation of testing or failure to observe testing, relieve Seller from any of its obligations under this Agreement. By making any such review or observing any such testing, Buyer makes no representation as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller shall in no way represent to any third party that any such review by Buyer or Buyer's Authorized Representative of the Facility thereof, including any review of the design, construction, operation or maintenance, is a representation by Buyer as to the economic and technical feasibility, operational capability or reliability of the Facility. Seller is solely responsible for the economic and technical feasibility, operational capability and reliability thereof.

Section 5.4 Compliance with Standards.

(a) Seller shall cause the Facility and all parts thereof to be designed, constructed, tested, operated and maintained to meet all of the requirements of this Agreement, all applicable requirements of the latest revision of the ASTM, ASME, EPA, IEEE, IEC, ISA, National Electrical Code, National Electric Safety Code, OSHA, Uniform Building Code, Uniform Plumbing Code, Underwriters Laboratory Standards, National Fire Protection Agency as well as the applicable local County Fire Department Standards of the applicable county, NERC Reliability Standards, as applicable, and other codes and standards and operations and maintenance requirements applicable to the services, equipment, and work as generally shown in this Agreement, as well as all applicable Requirements of Law not specifically mentioned in this Section 5.4, including any presidential executive order, prohibition order, or other guidance by the U.S. government restricting the use of equipment supplied by vendors or manufacturers located in or controlled by foreign adversary countries that might be used to harm the U.S. bulk-power system; *provided* that, for the avoidance of doubt, Seller shall use commercially reasonable efforts, but shall not be obligated, to comply with any non-mandatory recommendations, or voluntary best practices, in any of the foregoing so long as Seller follows Prudent Utility Practices. Seller shall comply with

all reporting requirements for the Facility required under Requirements of Law (including providing such information to Buyer as required thereunder).

(b) Seller shall cause all of its personnel and systems to adhere to any physical and cyber-related security policies, standards, requirements, and procedures applicable to the Facility under Requirements of Law and Prudent Utility Practices, including requirements that may be imposed by FERC, NERC, WECC, the United States Department of Energy, the EPA, or the United States Department of Homeland Security, as well as any applicable cyber-related policies and procedures of Buyer notified to Seller. Seller shall implement and maintain security measures reasonably consistent with the foregoing designed to (i) ensure the security and confidentiality of Buyer's Confidential Information, (ii) prohibit unauthorized access to Buyer's Confidential Information stored on or procured through servers, equipment, or repositories used by Seller or otherwise handled by Seller, (iii) protect against any anticipated threats or hazards to the security and integrity of Buyer's Confidential Information, and (iv) ensure the proper disposal of Buyer's Confidential Information.

Section 5.5 Quality Assurance Program. Seller agrees to maintain and comply with a written quality assurance policy ("***Quality Assurance Program***") attached hereto as Appendix G, and Seller shall cause all work performed on or in connection with the Facility to materially comply with said Quality Assurance Program.

Section 5.6 Reporting and Information. Following the Commercial Operation Date, Seller shall provide to Buyer (a) monthly reports in a form to be agreed upon by Buyer and Seller regarding the performance of the Facility and (b) quarterly reports in a form to be agreed upon by Buyer and Seller regarding the operations and maintenance of the Facility; *provided* that Seller shall be deemed to have satisfied this obligation during any quarter in which Seller provides to Buyer the reports set forth in Section 4.2(b). Seller shall have no obligation to report any information subject to any confidentiality protections imposed by applicable law or a confidential settlement proceeding or agreement.

Section 5.7 Performance Security.

(a) Within ten (10) days after the Effective Date, Seller shall deliver to Buyer an Acceptable Form of Performance Assurance in the aggregate amount of Nine Million Eight Hundred Thousand Dollars (\$9,800,000), which Acceptable Form of Performance Assurance shall secure Seller's obligations under this Agreement prior to the achievement of the Commercial Operation Date (the "***Project Development Security***"). Seller shall maintain the Project Development Security until the Commercial Operation Date, or until Buyer is required to return the Project Development Security under Section 5.7(c).

(b) As a condition to the achievement of the Commercial Operation Date, Seller shall deliver to Buyer an Acceptable Form of Performance Assurance in the aggregate amount of Fourteen Million Seven Hundred Thousand Dollars (\$14,700,000) which Acceptable Form of Performance Assurance shall secure all Seller's obligations under this Agreement from and after the Commercial Operation Date, (the "***Delivery Term Security***"). Seller shall maintain the Delivery Term Security in the required amount until the end of the Delivery Term or until Buyer is required to return the Delivery Term Security to Seller as set forth in Section 5.7(c).

(c) Buyer shall return the unused portion of the (i) Project Development Security, if any, to Seller promptly after: (A) the later of (1) Seller's provision of the Delivery Term Security, unless Seller elects to apply the Project Development Security toward the Delivery Term Security and (2) the payment of all Daily Delay Damages due and owing to Buyer or (B) the effective date of any early termination of the Agreement by Buyer promptly upon payment of all damages due and owing to Buyer, and (ii) Delivery Term Security, if any, to Seller promptly after: (A) the Agreement Term has ended, and (B) all obligations of Seller arising under this Agreement are paid (whether directly or indirectly such as through set-off or netting) or performed in full.

(d) Buyer may draw on the Performance Security (i) at any time following Seller's failure to timely pay Daily Delay Damages when due hereunder in the amount of such Daily Delay Damages or any other liquidated damages provided for hereunder, (ii) upon Seller's failure to pay Buyer the Shortfall Damages prior to the end of the Shortfall Makeup Period as provided in Section 9.3, (iii) upon Seller's failure to make any other payment due to Buyer hereunder in the amount of such unpaid payment, including any Termination Payment or (iv) upon the occurrence and during the continuation of any event of Default to pay all amounts due to Buyer hereunder at such time and all damages, costs, losses, expenses and other liabilities incurred by Buyer or its Indemnitees resulting from such event of Default. Buyer may draw all or any part of such amounts due to Buyer from any form of security provided under this Section 5.7, and in any sequence Buyer may elect, in its sole discretion. Any failure of, or delay by, Buyer in electing to draw any amount from the Performance Security shall in no way prejudice Buyer's rights to subsequently recover such amounts from the Performance Security or in any other manner. Within five (5) Business Days following any draw by Buyer on the Delivery Term Security, Seller shall replenish the amount drawn such that the Delivery Term Security is restored to the applicable amount set forth in Section 5.7(b).

(e) Seller shall notify Buyer of the occurrence of a Downgrade Event within five (5) Business Days after obtaining knowledge of the occurrence of such event. Buyer shall notify Seller if at any time Buyer is directed by a Governmental Authority to terminate any relationship with the issuer of any Performance Security. If at any time there shall occur a Downgrade Event or Seller receives notice of Buyer's termination of its relationship with the issuer of any Performance Security, Seller shall replace such Performance Security within ten (10) Business Days after such Downgrade Event or receipt of such notice. Such replacement security shall meet the requirements of this Section 5.7. If the replacement Performance Security is not provided by Seller, Buyer shall have the right to demand payment of the full amount of the Performance Security, and Buyer shall retain such amount in order to secure Seller's obligations under this Agreement; *provided* that if and to the extent such amount exceeds payment and performance in full of all of Seller's obligations under this Agreement, Buyer shall refund the excess to Seller promptly after all such obligations of Seller under this Agreement have been paid or performed in full.

(f) The Project Development Security shall remain in place from the date it is effective in accordance with clause (a) above until the Commercial Operation Date and the Delivery Term Security shall remain in place continuously for the entire Delivery Term (except, in each case, to the extent drawn upon as provided herein). If any Performance Security is in the form of a letter of credit expiring before the Commercial Operation Date (in the case of Project Development Security) or the end of the Delivery Term (in the case of Delivery Term Security), Seller shall cause

their renewal or extension for additional consecutive terms of three hundred sixty (360) Days or more (or, if shorter, the remainder of the time such Performance Security must remain in place in accordance with the prior sentence) no later than thirty (30) Days prior to each expiration date of such letter(s) of credit and written proof of such renewal shall be provided to Buyer as soon as practicable thereafter, but in no event later than fifteen (15) Days prior to the expiration of the same. If any such letter of credit is not renewed or extended as required herein or does not constitute an Acceptable Form of Performance Assurance, Buyer shall have the right to draw immediately upon the entire amount of such letter of credit and to place the amounts so drawn which shall thereafter be treated by Buyer as Performance Security hereunder, at Seller's cost and with Seller's funds, in an account controlled by Buyer until and unless Seller provides a substitute Acceptable Form of Performance Assurance.

(g) Seller shall, from time to time as requested by Buyer's Authorized Representative, execute, acknowledge, record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary to render fully valid, perfected and enforceable under all Requirements of Law the Performance Security and the rights, Liens and priorities of Buyers with respect to such Performance Security. Notwithstanding the other provisions of this Agreement, but subject to the cap in Section 14.19(e), the Performance Security: (i) constitutes security for, but is not a limitation of, Seller's obligations under this Agreement, and (ii) shall not be Buyers' exclusive remedy against Seller for Seller's failure to perform in accordance with this Agreement.

ARTICLE VI PURCHASE AND SALE OF PRODUCT

Section 6.1 Deliveries; Purchases by Buyer.

(a) Seller shall deliver to Buyer, and Buyer or its designee shall receive from Seller under this Agreement, the Delivered Energy at the Point of Delivery. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall be under no obligation to purchase, receive or pay for any PV System Energy in excess of the Maximum Delivery Rate. Seller shall use commercially reasonable efforts to achieve the Annual Contract Quantity in each Contract Year.

(b) Seller shall sell and deliver, and Buyer shall purchase and accept, all PV Delivered Energy delivered under Section 6.1(a) at the Contract Price.

(c) During each Month, Buyer shall pay the BESS Capacity Payment to Seller.

Section 6.2 Third Party Sales. Except as provided in ARTICLE IX, in no event shall Seller have the right to procure Energy from sources other than the Facility for sale and delivery pursuant to this Agreement. During the Agreement Term and subject to the terms and conditions of this Agreement, all of the Energy from the Facility (and associated Environmental Attributes and Capacity Rights) shall be dedicated to Buyer. Except with the prior written consent of Buyer, Seller shall not sell or otherwise transfer all or any part of the Products required to be delivered by Seller under this ARTICLE VI, ARTICLE VII, ARTICLE VIII or ARTICLE X. An intentional violation of this Section 6.2 shall be an immediate Default, and in

addition to any other rights and remedies available to it under Section 13.2, Seller shall pay Buyer, on the date payment would otherwise be due to Seller, an amount for each MWh of such deficiency equal to the positive difference, if any, obtained by subtracting (A) the price per MWh that would have been payable by Buyer for the Energy had such Energy been delivered to the Point of Delivery as PV Delivered Energy from (B) the sum of (1) the Market Price Index for such Energy and (2) the Green Value associated therewith (the “***Third Party Sale Replacement Price***”). Buyer shall provide Seller prompt written notice of the Third Party Sale Replacement Price, together with back-up documentation (including reasonable documentation as to the foregoing calculation and each component thereof). The remedy set forth in this Section 6.2 is in addition to, and not in lieu of, any other right or remedy of Buyer, under this Agreement or otherwise, for failure of Seller to sell and deliver the Products as and when required by this Agreement.

ARTICLE VII

TRANSMISSION AND SCHEDULING; TITLE AND RISK OF LOSS; COMPLIANCE

Section 7.1 Transmission and Interconnection. Seller shall (a) arrange and be responsible for any Transmission Services required to transmit and deliver Delivered Energy to the Point of Delivery and Replacement Energy to the Point of Delivery or a point of interconnection with the CAISO grid, and (b) arrange and pay for the interconnection of the Facility to the CAISO grid, including all costs, expenses, fees, charges, and other amounts associated therewith. If Replacement Energy is delivered to a point of interconnection other than the Point of Delivery, Seller shall pay Buyer the amount, if any, by which the Real-Time LMP at such point of interconnection is less than the Real-Time LMP at the Point of Delivery.

Section 7.2 Scheduling Coordinator; CAISO Cost Allocation. Buyer or Buyer’s designee shall act as Scheduling Coordinator for the Facility and shall Schedule all Energy from the Facility on a day-ahead and real-time basis in accordance with the Scheduling Procedures, this Agreement, and all CAISO and other applicable requirements. Seller shall cause the Facility to have two separate resource IDs with CAISO for Scheduling purposes (one ID for each of the PV System and the BESS). Buyer shall be financially responsible for all costs, expenses, fees, charges, credits, penalties, sanctions, and other amounts associated with Scheduling the Delivered Energy into the CAISO grid, other than any such costs, expenses, fees, charges, credits, penalties, sanctions, and other amounts incurred by Buyer as a result of Seller’s failure to (a) perform any covenant under this Agreement, including but not limited to the failure to provide required notices for outages of the Facility, or Seller’s failure to comply with any curtailment order or any data request or (b) comply with any CAISO Tariff requirements.

Section 7.3 Forecasting and Scheduling of Energy.

(a) Except upon the occurrence of a curtailment under Section 7.4, Buyer, as the Scheduling Coordinator, shall Schedule all Delivered Energy in accordance with the Scheduling Procedures, Operating Restrictions, the CAISO Tariff, NERC and WECC operating policies and criteria, and any other applicable guidelines, based on either the then-most-current forecast of energy provided under the Variable Energy Resource Forecast, or Seller’s daily forecasts under Section 7.3(c). Seller, at its own cost, shall install metering, telemetry and control equipment so as

to be able to provide Delivered Energy to the Point of Delivery and respond to CAISO, Transmission Provider, or reliability coordinator's dispatch orders.

(b) Seller will take all actions, at its sole cost and expense, required to comply with the Eligible Intermittent Resources Protocol and the New Resource Implementation Process. Whenever applicable, Seller shall comply with EIRP and NRIP and all additional tariffs and protocols issued by the CAISO relating to eligible intermittent resources, non-generator resources, or storage facilities during the Delivery Term.

(c) Seller shall provide, or shall cause its designee to provide, the following non-binding forecasts, and any updates to such forecasts, to the Scheduling Coordinator and Buyer based on the most current forecast of PV Delivered Energy and Replacement Product:

(i) At least one hundred twenty (120) days before the scheduled Commercial Operation Date.

(ii) No later than ten (10) Business Days before the beginning of each Month during the Delivery Term, a non-binding forecast of each day's average hourly deliveries of PV Delivered Energy and Replacement Product for the following Month.

(iii) By 5:30 a.m. Pacific Prevailing Time on the Business Day immediately preceding each day of delivery of PV Delivered Energy and Replacement Product during the Delivery Term, a copy of a non-binding hourly forecast of deliveries of PV Delivered Energy and Replacement Product for each hour of the immediately succeeding day. Any forecast provided on a day prior to any non-Business Day shall include forecasts for the immediate day, each succeeding non-Business Day and the next Business Day. Seller shall, by 10:00 a.m. Pacific Prevailing Time, provide to the Scheduling Coordinator and Buyer a copy of any updates to such forecast indicating a change in forecasted PV Delivered Energy from the then-current forecast.

(iv) Prior to 12:00 p.m. Pacific Prevailing Time of the Business Day immediately preceding each WECC Prescheduling Day (as defined by WECC) for each hour of the Delivery Day (as defined by WECC) in MW or MWh units (as applicable), in the format reasonably acceptable to Buyer, a non-binding preschedule forecast of PV Delivered Energy and Replacement Product via email. The pre-scheduled amounts of PV Delivered Energy and Replacement Product shall be the good faith estimate of Seller or Seller's designee of the anticipated delivery of PV Delivered Energy and Replacement Product at the time. A forecast provided a day prior to any non-Business Day shall include forecasts for the next day, each succeeding non-Business Day and the next Business Day. Seller or Seller's designee shall provide a copy of any and all updates to the forecast of the Facility's availability from the then-current forecast. Except for Forced Outages, Seller shall operate the Facility with the objective that, for each hour scheduled, the actual Facility availability shall be maintained in accordance with the pre-schedule plan submitted by Buyer to Seller in accordance with the Scheduling Procedures.

(d) Seller shall notify the Scheduling Coordinator and Buyer via email, telephone, or other mutually acceptable method, of any hourly changes due to a change in Facility

availability or an outage no later than one hundred five (105) minutes prior to the start of such Scheduling hour, or such other limit as specified in the CAISO Tariff. Seller shall notify the Scheduling Coordinator and Buyer of other unanticipated changes in availability by email or telephone as promptly as reasonably possible. Any notice delivered under this Section 7.3(d) shall include the reason for the outage and an estimated duration of the outage. Once the outage has ended, Seller shall notify Buyer that the outage has ended, the cause of the outage, and the actions taken to resolve the outage in order for the CAISO outage report to be updated accordingly.

(e) Seller shall develop and install all communications systems necessary for the operation of the Facility in accordance with Prudent Utility Practices, including communications systems that provide for (w) the receipt and following of automated dispatch instructions from the CAISO, (x) enabling of automated generation control capability for Ancillary Services, (y) an online-based user interface for Buyer to monitor the BESS status in real time, including the BESS' state of charge and all other relevant operating parameters of the BESS, and (z) data feed between the PV System and the BESS. No later than ninety (90) days prior to the date on which Startup and Test Energy is first received from the Facility, Buyer and Seller shall agree upon a communications protocol with respect to the matters set forth in the foregoing sentence, clauses (i)-(iv) below, and such other matters concerning communications to or from the BESS as Seller and Buyer shall deem appropriate (the "***BESS Communication Protocol***"). Commencing on the first date on which Startup and Test Energy is received from the Facility, and continuing throughout the Delivery Term, Seller shall provide to Buyer the following data on a real-time basis, upon request and in a format that reasonably allows Buyer to copy, paste or otherwise use such data:

(i) Read-only access via secure login credentials for information collected by the SCADA system related to (A) availability of the BESS for Energy that is charged and discharged, and (B) state of charge, grid charging, operating modes, and set points of the BESS;

(ii) Read-only access to meteorological and related solar measurements, megawatt capacity and any other Facility availability information required in accordance with EIRP requirements;

(iii) Read-only access via secure login credentials to Energy output information collected by the SCADA system for the Facility; *provided* that if Buyer is unable to access the Facility's SCADA system, then upon written request from Buyer, Seller shall provide energy output information to Buyer in five (5) minute intervals in a format and on a frequency acceptable to Buyer. Seller shall store such information for up to three (3) months after delivery thereof to Buyer; and

(iv) Read-only access to all Electric Metering Devices (including the PV Energy Meter, the BESS Energy Meter and the Electric Metering Device at the Point of Interconnection).

(f) Seller will provide Buyer (or its designee) with continuously updated non-binding hourly forecasts of deliveries of PV Delivered Energy and Replacement Product for each hour of the succeeding twenty-four (24)-hour period via an internet website accessible via secure

login credentials. Seller shall attempt to optimize the estimates for such time period two (2) hours prior to such forecasts. Seller shall enable such forecasts to be prepared in accordance with mutually agreed upon communications protocols between Seller, Scheduling Coordinator and Buyer as they are implemented or upgraded from time to time in accordance with Prudent Utility Practices.

(g) Seller, the Scheduling Coordinator and Buyer shall mutually develop forecasting and Scheduling procedures in addition to those set forth in this Section 7.3, (“**Scheduling Procedures**”) that allow Buyer to control when it receives PV Delivered Energy and BESS Metered Output from the Facility and that are in compliance with all applicable Requirements and requirements of the Transmission Provider, CAISO, NERC, WECC, and any balancing authority involved in the Scheduling of Energy under this Agreement. Seller and the Scheduling Coordinator shall promptly cooperate with Buyer to make any reasonably necessary and appropriate modifications to the Scheduling Procedures as may be required or requested by Buyer from time to time.

Section 7.4 Curtailment.

(a) Seller shall reduce deliveries of Delivered Energy to the Point of Delivery immediately upon notice from the CAISO, a Transmission Provider, or any balancing authority or reliability entity during Curtailment Periods. Buyer shall be excused from receiving any PV Delivered Energy from Seller and shall not be obligated to pay Seller for the amount of reduced PV Delivered Energy arising during a curtailment under this Section 7.4(a). If required by Buyer, the CAISO, a Transmission Provider, or any balancing authority or reliability entity, Seller shall provide the capability to implement curtailments and adjust ramp rates, megawatt output, and (if applicable) megawatt output in real-time by means of setpoints received from the SCADA system of Seller.

(b) In addition to the curtailments described in Section 7.4(a), Buyer may curtail deliveries of PV Delivered Energy (including for economic reasons, including bid offers into CAISO), at any time and for the duration specified by Buyer. Seller shall comply with such request in accordance with Prudent Utility Practices. Seller shall respond to Buyer curtailment notices (including the end of such curtailment periods) in accordance with Prudent Utility Practices. Buyer shall not unreasonably curtail Startup and Test Energy. Buyer shall pay Seller for any Deemed Generated Energy associated with a circumstance described in subpart (d) of the definition of Excused Conditions or a Compensable Curtailment in an amount equal to the applicable Contract Price; *provided, however*, Seller shall use commercially reasonable efforts to sell PV System Energy (but not the Environmental Attributes or Capacity Rights associated therewith) equaling the amount of such Deemed Generated Energy associated with a Compensable Curtailment to third parties at a positive price to the extent permitted under the CAISO Tariff. To the extent any PV System Energy is sold to a third party under this Section 7.4(b), the obligation to pay the amounts set forth for a curtailment by Buyer under this Section 7.4(b) shall be reduced accordingly by an amount equal to the net proceeds Seller receives from such sales of PV System Energy (after subtracting any Scheduling fees, wheeling charges, and other associated costs, fees, and reasonable expenses incurred in connection with such sales). All Environmental Attributes and Capacity Rights associated with such PV System Energy sold to third parties shall be delivered at no additional cost to Buyer.

(c) “**Deemed Generated Energy**” means the amount of energy, expressed in MWh, that the PV System would have produced and delivered to the Point of Delivery as PV Delivered Energy during any applicable Excused Condition, which amount shall be equal to (i) the amount of MWh that would have been delivered to the Point of Delivery provided for in the Variable Energy Resource Forecast applicable to the applicable Excused Condition period, regardless of whether Seller is participating in the EIRP during this period, less (ii) the amount of PV Delivered Energy delivered to the Point of Delivery during the applicable Excused Condition, if any, or, if there is no Variable Energy Resource Forecast available, (A) an amount of MWh calculated based on an equation that incorporates relevant Facility availability, weather and other pertinent data for the period of time during the applicable Excused Conditions in order to approximate the amount of PV Delivered Energy that would have been delivered, less (B) the amount of PV Delivered Energy delivered to the Point of Delivery during the applicable Excused Conditions, if any; *provided* that, if the applicable difference calculated pursuant to either of the formulas provided above is negative, the Deemed Generated Energy shall be zero (0). The equation in (A) and (B) shall be subject to reasonable review and approval by Buyer, which review shall not be unreasonably delayed.

Section 7.5 [Reserved].

Section 7.6 Title; Risk of Loss. As between the Parties, Seller shall be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of all Energy prior to and at the Point of Delivery and all Replacement Energy prior to and at the Point of Delivery thereof into the CAISO grid. For the avoidance of doubt, Seller shall not be deemed to be in control (and responsible for any damages or injury caused thereby) of Energy and any Replacement Energy from and after the Point of Delivery. Seller warrants that it will deliver all Energy, Replacement Product, Capacity Rights, and all of the associated Environmental Attributes to Buyer free and clear of all Liens created by any Person other than Buyer. Title to, and risk of loss for, all Energy and all of the associated Products shall pass from Seller to Buyer at the Point of Delivery; *provided* that title to, and risk of loss for, any Replacement Energy specified by Buyer to be delivered to a point or points of delivery other than the Point of Delivery shall pass from Seller to Buyer upon the delivery of such Replacement Energy to such point or points. Title to all of the associated Environmental Attributes and Capacity Rights shall pass from Seller to Buyer upon the creation thereof.

Section 7.7 RPS and EPS Compliance.

(a) Seller warrants and guarantees that from the time it receives notice from the CEC that the PV System is CEC Certified, and at all times thereafter until the expiration or earlier termination of the Agreement, the PV System (including the Energy and the associated Environmental Attributes) shall be RPS Compliant, CEC Compliant (including with regard to the PV System charging of the BESS) and EPS Compliant (“**Compliant**”).

(b) If a Change in Law occurs after the Commercial Operation Date that (i) does not repeal the RPS Law or the EPS Law and (ii) causes the PV System to cease to be Compliant, then Seller shall (A) first, take all commercially reasonable efforts to bring the PV System into Compliance and (B) thereafter, take such actions as may be necessary to cause the PV System to remain Compliant; *provided*, that if, after a commercially reasonable period of time after such

Change in Law, Seller reasonably determines that such efforts, together with any efforts to provide Buyer with any Product that was not in existence as of the Effective Date, are reasonably likely to require Seller to incur costs in excess of the Compliance Expenditure Cap, Seller shall provide Buyer with written notice containing a detailed description of prior compliance actions, the basis for Seller's expectation that required compliance actions will exceed the Compliance Expenditure Cap, Seller's projected overage (the "***Excess Compliance Cost***") and Seller's projected timeline for successfully completing such compliance actions.

(c) During any period in which the PV System is not Compliant, then Buyer shall pay Seller for PV Delivered Energy delivered during the period during which the PV System is not Compliant in an amount equal to eighty percent (80%) of the Pnode Price at the Point of Delivery (the "***Replacement Price***"). In no event shall the Replacement Price be more than the Contract Price. Payment for PV Delivered Energy at the Replacement Price shall continue until the PV System is brought back into Compliance or the Agreement is terminated pursuant to Section 7.7(d).

(d) If at any time after six (6) months of paying the Replacement Price, Buyer determines, in its reasonable discretion, that notwithstanding Seller's commercially reasonable efforts, Seller will be unable to bring the PV System into Compliance, and neither Buyer nor Seller is willing to pay the Excess Compliance Cost, Buyer may elect, at its sole discretion, to terminate this Agreement by written notice to Seller, without liability to either Party, except for such liabilities that accrued prior to the date of termination or that otherwise survive termination in accordance with the terms of this Agreement.

(e) From time to time and at any time requested by Buyer or Buyer's Authorized Representative, Seller will furnish to Buyer, Buyer's Authorized Representative, Governmental Authorities, or other Persons designated by any Buyer, all certificates and other documentation reasonably requested by Buyer or Buyer's Authorized Representative in order to demonstrate that the PV System, the PV System Energy, and the associated Environmental Attributes were or are Compliant.

(f) Seller's Compliance Expenditure Cap shall be reduced by any amounts that have accrued toward Seller's Compliance Expenditure Cap under any provision in this Agreement.

Section 7.8 Change in CAISO Tariff.

(a) If a change in the CAISO Tariff, including any change resulting from or relating to CAISO's Hybrid Resources or Energy Storage and Distributed Energy Resources initiatives, requires any modifications to the Facility (i) to enable Seller to deliver, and Buyer to receive, Delivered Energy to and from the CAISO system, or (ii) to use the BESS and Capacity Rights, then Seller shall be solely responsible for bringing the Facility into compliance with the CAISO Tariff, as modified, in a manner that preserves Buyer's economic benefits with respect to the Facility prior to any such change in the CAISO Tariff; *provided* that nothing in this Section 7.8 shall require Seller to expend funds that exceed the Compliance Expenditure Cap. It shall be a Default hereunder if Seller fails bring the Facility into compliance with such modified CAISO Tariff within ninety (90) days after such change; *provided* that no cure period provided under Section 13.1 shall apply with respect to any such Default after such ninety (90) day period has

expired; *provided further* that, if Seller has reached the Compliance Expenditure Cap and Buyer has failed to approve Excess Compliance Costs, no such Default shall be deemed to have occurred.

(b) If a change in the CAISO Tariff requires any modifications to the Facility to enable the Facility to qualify for any new product in the CAISO, then, at Buyer's election, the Parties shall negotiate in good faith any necessary amendments to this Agreement to enable the Facility to meet the requirements for such new product; *provided*, that while the Parties may agree to amendments providing for cost allocation with respect to any necessary modifications to the Facility, including increased costs to either Buyer or Seller, such amendments will not increase the Contract Price or BESS Capacity Price or otherwise involve additional payment by Buyer for any new CAISO products themselves.

Section 7.9 Change in Market Structure. If a regionalization or other major change to the market structure of the Western Interconnection occurs during the Agreement Term (other than a Change in Law as addressed in Section 7.7 above), then the Parties agree to negotiate such modifications to this Agreement as may be necessary to enable the Parties to continue to perform their respective obligations under this Agreement, while preserving, to the maximum extent possible, the existing benefits, burdens and obligations set forth herein. Such negotiations shall commence promptly following the delivery by one Party to the other Party of a notice requesting negotiations pursuant to this Section 7.9.

ARTICLE VIII ENVIRONMENTAL ATTRIBUTES

Section 8.1 Transfer of Environmental Attributes. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by and between Buyer and Seller to purchase and sell PV Delivered Energy on the terms and conditions set forth herein, Seller shall transfer to Buyer, and Buyer shall receive from Seller, all right, title, and interest in and to all Environmental Attributes, whether now existing or acquired by Seller or that hereafter come into existence or are acquired by Seller during the Agreement Term associated with the PV System Energy and any Replacement Energy. Seller agrees to transfer and make such Environmental Attributes available to Buyer immediately to the fullest extent allowed by applicable law upon Seller's production or acquisition of the Environmental Attributes. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of such Environmental Attributes to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Environmental Attributes. Buyer and Seller acknowledge and agree that the consideration for the transfer of Environmental Attributes is contained within the Contract Price.

Section 8.2 Reporting of Ownership of Environmental Attributes. During the Agreement Term, Seller shall not report to any Person that the Environmental Attributes granted hereunder to Buyer belong to any Person other than Buyer, and Buyer may report under any program that such Environmental Attributes purchased hereunder belong to it.

Section 8.3 Environmental Attributes. Upon the request of Buyer or Buyer's Authorized Representative, Seller shall take all actions and execute all documents or instruments

necessary under applicable law, regulations, guidebooks promulgated by the CEC or PUC, or bilateral arrangements, as applicable, to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Agreement Term and Seller shall file with the CEC and any other applicable Persons all materials and documents required to demonstrate that the PV System is entitled to be CEC Certified.

Section 8.4 WREGIS. In furtherance and not in limitation of Section 8.3, prior to Seller's first delivery of PV Delivered Energy hereunder, Seller shall register with WREGIS to evidence the transfer of any Environmental Attributes under applicable law or any voluntary program ("***WREGIS Certificates***") associated with PV System Energy or Replacement Product in accordance with WREGIS reporting protocols and WREGIS Operating Rules and shall register the Facility with WREGIS. After the Facility is registered with WREGIS, at the option of Buyer's Authorized Representative, Seller shall transfer WREGIS Certificates using the Forward Certificate Transfer method as described in WREGIS Operating Rules from Seller's WREGIS account to Buyer's WREGIS accounts, as designated by Buyer's Authorized Representative. Seller shall be responsible for WREGIS Certificate issuance fees and WREGIS expenses associated with registering the Facility, maintaining its account, acquiring and arranging for a Qualified Reporting Entity ("***QRE***") and any applicable QRE agreements, and transferring WREGIS Certificates to Buyer, Buyer's Authorized Representative, or any other designees. Buyer shall be responsible for its WREGIS expenses associated with maintaining its own account, or the accounts of its designees, if any, and subsequent transferring or retiring by it of WREGIS Certificates, or Seller's fees for the retirement of WREGIS Certificates on behalf of Buyer. Forward Certificate Transfers shall occur monthly based on the certificate creation timeline established by the WREGIS Operating Rules. Seller shall be responsible for, at its expense, validating and disputing data with WREGIS prior to WREGIS Certificate creation each Month. In addition to the foregoing, Seller shall document the production and transfer of Environmental Attributes under this Agreement to Buyer by delivering to Buyer an attestation in substantially the form attached as Appendix D for the Environmental Attributes associated with PV System Energy or Replacement Product, if any, measured in whole MWh, or by such other method as Buyer shall designate.

Section 8.5 Further Assurances. If WREGIS (or any successor thereto) is not available to evidence the transfer of Environmental Attributes, Seller shall document the production of Environmental Attributes by delivering with each invoice to Buyer an attestation for the Environmental Attributes associated with PV System Energy or included with Replacement Product, if any, for the preceding Month in the form of the attestation set forth as Appendix D. At Buyer's Authorized Representative's request, the Parties shall execute all such documents and instruments and take such other action in order to effect the transfer of the Environmental Attributes specified in this Agreement to Buyer and to maximize the attribution, accrual, realization, generation, production, recognition and validation of Environmental Attributes throughout the Agreement Term. In the event of the promulgation of a scheme involving Environmental Attributes administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement shall not be recorded, each Party shall promptly cooperate in taking all reasonable actions necessary so that such transfer can be recorded. Each Party shall promptly give the other Party copies of all documents it submits to CAMD to effectuate any transfers.

ARTICLE IX
SHORTFALL ENERGY, AVAILABILITY, AND PERFORMANCE GUARANTEE
REQUIREMENTS

Section 9.1 Makeup of Shortfall. Within thirty (30) days after the end of each Contract Year and at the end of each Measurement Period, Seller shall provide Buyer with a calculation of PV Delivered Energy for such Contract Year and Measurement Period. If Seller fails during any Measurement Period to deliver the sum of PV Delivered Energy plus Deemed Generated Energy during such Measurement Period in an amount equal to the Guaranteed Delivered Energy for such Measurement Period, then Seller shall make up the shortfall of PV Delivered Energy (“*Shortfall Energy*”) in accordance with this ARTICLE IX.

Section 9.2 Replacement Product. During the Shortfall Makeup Period, the amount of Shortfall Energy shall first be reduced by the amount of any (a) PV Delivered Energy, including Excess Energy and Excess Energy > 120%, delivered during the applicable Shortfall Makeup Period in excess of the Guaranteed Delivered Energy and (b) Replacement Product delivered by Seller during the Shortfall Makeup Period. Such Replacement Product shall be delivered to the Point of Delivery or such other point of delivery as is mutually agreed upon by the Parties (which point of delivery shall be deemed the “Point of Delivery” for such Replacement Product and the other Scheduling and delivery provisions hereof) and on a delivery schedule mutually agreed to by Seller and Buyer, considering the as-available nature of the Product. Any additional costs or expenses associated with delivery of Replacement Product to a Point of Delivery designated under this Section 9.2 shall be borne by Seller. To the extent Seller is unable to deliver or provide sufficient PV Delivered Energy or Replacement Product in excess of the Guaranteed Delivered Energy to make up the remaining Shortfall Energy, then Seller shall, at the end of the Shortfall Makeup Period, pay Buyer damages in accordance with Section 9.3. Notwithstanding anything herein to the contrary, in the last year of each RPS Compliance Period during the Delivery Term, Seller shall provide written notice to Buyer no later than six (6) months prior to the end of such RPS Compliance Period with Seller’s good faith determination of whether it anticipates being able to make-up any Shortfall Energy amount then-existing during such RPS Compliance Period and to achieve the Guaranteed Delivered Energy (on a pro-rata basis) for such Contract Year. If at such time, Buyer reasonably determines that Seller will be unable to make-up the Shortfall Energy or achieve the Guaranteed Delivered Energy with delivery of PV Delivered Energy or Replacement Product, Buyer may, but shall not be obligated to, purchase Replacement Product to make up and Seller shall reimburse Buyer for its actual costs associated therewith. If at the end of each RPS Compliance Period during the Delivery Term there is any Shortfall Energy at such time, Seller shall pay Buyer damages in accordance with Section 9.3 for the then remaining amount of Shortfall Energy in the last calendar year of such RPS Compliance Period. For the purposes of this Section 9.2, any Deemed Generated Energy in excess of the Guaranteed Delivered Energy shall be counted toward the Shortfall Energy as if it had been delivered as PV Delivered Energy.

Section 9.3 Shortfall Damages. If Seller fails to make up the full amount of any Shortfall Energy (as such may be reduced by Buyer’s purchase, if any, of Replacement Product, by the end of the Shortfall Makeup Period (or the end of the RPS Compliance Period, as the case may be), Seller shall within sixty (60) days after the end of the applicable Shortfall Makeup Period (or the end of the RPS Compliance Period, as the case may be), pay Buyer

damages, which damages shall be an amount, for each MWh of remaining Shortfall Energy, equal to the positive difference, if any, obtained by subtracting (a) the Contract Price that Buyer would have paid for such remaining Shortfall Energy had it been timely delivered, from (b) the sum of (1) the Market Price Index for such remaining Shortfall Energy and (2) the Green Value associated therewith. For the avoidance of doubt, Buyer shall not be obligated to procure Replacement Product in order to recover Shortfall Damages. In addition, Seller shall reimburse Buyer for any and all amounts of reasonably documented penalties or fines incurred by Buyer as a result of Buyer's noncompliance with EPS Law or RPS Law to the extent such non-compliance was caused by Seller's failure to make up the full amount of any Shortfall Energy before the end of any RPS Compliance Period ("**Shortfall Damages**"). If Seller fails to pay Buyer the Shortfall Damages within sixty (60) days after the end of the Shortfall Makeup Period, Buyer shall have the right to immediately draw the applicable amount of Shortfall Damages owed to Buyer from the Delivery Term Security. The Parties acknowledge and agree that the damages that Buyer would incur due to the failure to deliver the Shortfall Energy would be difficult or impossible to predict with certainty, and it is impractical and difficult to assess actual damages in those circumstances and, therefore, the payment of Shortfall Damages is a fair and reasonable remedy for such damages. The provision of Shortfall Damages shall be in lieu of actual damages for the occurrence of any Shortfall Energy hereunder that is not cured with PV Delivered Energy and/or Replacement Energy and is Buyer's sole remedy for Seller's failure to deliver Shortfall Energy; however, the payment of Shortfall Damages shall not limit Buyer's rights to exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before, or after the failure to meet the Guaranteed Delivered Energy, including a Default under Section 13.1(l); *provided* that the payment of Shortfall Damages shall be taken into account when determining any damages due Buyer for such Default.

Section 9.4 Availability Requirement. Seller shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from Availability Standards, if applicable, and Seller shall be entitled to retain all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards, if applicable, other than the Capacity Rights.

Section 9.5 [Reserved].

Section 9.6 Performance Guarantees, Remedies and Termination Rights.

(a) Throughout the Delivery Term, Seller warrants that (i) the BESS will perform at a rate that results in the Dischargeable Energy at any time equaling or exceeding the Guaranteed Dischargeable Energy, as illustrated in and calculated on an annual basis in accordance with Appendix K-1 (the "**Dischargeable Energy Performance Guarantee**"); (ii) the Round Trip Efficiency during each Contract Year, as calculated in accordance with Appendix K-1, will not fall below the amount specified in Appendix K-1 for such Contract Year (the "**Round Trip Efficiency Performance Guarantee**"); (iii) Monthly BESS Availability, as calculated in accordance with Appendix K-1, will be at least the percentage set forth in Appendix K-1 for each month (the "**Monthly BESS Availability Guarantee**"); (iv) the Annual PV System Availability during each Contract Year, as calculated in accordance with Appendix K-1, will equal or exceed the Annual PV System Availability Requirement for such Contract Year, as specified in Appendix K-1 (the "**Annual PV System Availability Guarantee**"); and (v) the BESS will charge and discharge from

zero percent (0%) to one hundred percent (100%) without limitation, and the BESS Metered Output will not deviate from the automated dispatch system of the CAISO (the “**ADS**”).

(b) In the event of a failure of the Dischargeable Energy Performance Guarantee, the Round Trip Efficiency Performance Guarantee, the Monthly BESS Availability Guarantee, or the Annual PV System Availability Guarantee, the BESS Capacity Price shall be reduced for each month that the applicable guarantee is not satisfied and continue until the first month that the applicable guarantee is satisfied. The resulting adjusted BESS Capacity Price for any non-compliant month (the “**Adjusted BESS Capacity Price**”) shall be determined as follows:

(i) In the event of a failure of the Dischargeable Energy Performance Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Dischargeable Energy Adjustment Factor calculated for such month in accordance with Appendix K-2.

(ii) In the event of a failure of the Round Trip Efficiency Performance Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Round Trip Efficiency Adjustment Factor calculated for such month in accordance with Appendix K-2.

(iii) In the event of a failure of the Monthly BESS Availability Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) a fraction where (I) the numerator is an amount equal to the actual Monthly BESS Availability for such month, calculated in accordance with Appendix K-1, and (II) the denominator is the percentage for Monthly BESS Availability Guarantee set forth in Appendix K-1.

(iv) In the event of a failure of the Annual PV System Availability Guarantee, the Adjusted BESS Capacity Price shall be an amount equal to the product of (A) the BESS Capacity Price, multiplied by (B) the Annual PV System Availability Adjustment Factor calculated for such Contract Year in accordance with Appendix K-2.

(v) In the event of a failure of multiple guarantees addressed by this Section 9.6(b) in the same month, the Adjusted BESS Capacity Price for such month shall be an amount equal to the lowest Adjusted BESS Capacity Price resulting from application of the formulas set forth in the foregoing Section 9.6(b)(i)-(iv).

(vi) Notwithstanding Section 9.6(b)(i)-(iv) and Section 9.6(c), in the event of a failure of either the Minimum Dischargeable Energy Performance Guarantee or the Minimum Round Trip Efficiency Performance Guarantee that, in either case, continues for a period of three (3) consecutive months following the last day of the first non-compliant month, the Adjusted BESS Capacity Price for each succeeding month shall be reduced to zero dollars (\$0) until Seller has completed any necessary remedial measures to bring the BESS back into compliance with the applicable guarantee.

(c) Notwithstanding Buyer’s recourse to the Adjusted BESS Capacity Price remedy, as described in Section 9.6(b), Seller shall be considered in Default under this Agreement:

(i) for failure of the Minimum Dischargeable Energy Performance Guarantee, if: (A) any such failure continues for a period of six (6) consecutive months following the last day of the first non-compliant month, or (B) the total number of non-compliant months for such guarantee is equal to twelve (12) or more at any time during the Delivery Term;

(ii) if BESS Metered Output deviates from the ADS and such failure continues for a period of sixty (60) consecutive days; or

(iii) for failure of the Monthly BESS Availability Guarantee, if any such failure continues for a period of twelve (12) months following the last day of any non-compliant month.

ARTICLE X CAPACITY RIGHTS

Section 10.1 Capacity Rights. For and in consideration of Buyer entering into this Agreement, and in addition to the agreement by Buyer and Seller to purchase and sell Delivered Energy and Environmental Attributes on the terms and conditions set forth herein, Seller hereby transfers to Buyer, and Buyer hereby accepts from Seller, all of Seller's rights, title and interest in and to the Capacity Rights, including resource adequacy, local capacity requirement, flexible resource capacity attributes, and other present and future capacity attribute values related to the Facility. Buyer and Seller acknowledge and agree that the consideration for the transfer of Capacity Rights, if any, is contained within the relevant prices for PV Delivered Energy and the BESS Capacity Payments. In no event shall Buyer have any obligation or liability whatsoever for any debt pertaining to the Facility by virtue of Buyer's ownership of the Capacity Rights or otherwise.

Section 10.2 Covenant Regarding Capacity Rights. Seller represents and covenants that it has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of and shall not in the future assign, transfer, convey, encumber, sell or otherwise dispose of any of the Capacity Rights to any Person other than Buyer or attempt to do any of the foregoing with respect to any of the Capacity Rights. During the Agreement Term, Seller shall not report to any Person that any of the Capacity Rights belong to any Person other than Buyer. Buyer may, at its own risk and expense, report to any Person that the Capacity Rights belong to it.

Section 10.3 Further Assurances. Seller shall execute and deliver such documents and instruments and take such other action as required by the CAISO and as Buyer's Authorized Representative may reasonably request to effect recognition and transfer of the Capacity Rights to Buyer. Seller shall bear the costs associated therewith.

ARTICLE XI BILLING; PAYMENT; AUDITS; METERING; ATTESTATIONS; POLICIES

Section 11.1 Billing and Payment. Billing and payment for all Products shall be as set forth in this ARTICLE XI.

Section 11.2 WREGIS Withholding. Prior to the PV System becoming CEC Certified and if, at any time after the PV System is CEC Certified, Seller fails to transfer Renewable Energy Credits to Buyer's WREGIS account in accordance with Section 8.4 within one hundred twenty (120) days after delivery of the corresponding PV Delivered Energy or Replacement Product, Buyer shall have the right to withhold from any payment to Seller, for each MWh of PV Delivered Energy or Replacement Product delivered under Section 6.1, an amount equal to Twenty Dollars (\$20) per MWh (such amount, the "***WREGIS Withhold Amount***") until such time as the WREGIS Certificate associated with such MWh has been credited to Buyer's WREGIS account as set forth in Section 8.4, and Buyer shall pay the WREGIS Withhold Amount previously withheld by Buyer for each MWh for which a WREGIS Certificate was credited to Buyer's WREGIS account in such month. If Buyer's right to withhold the WREGIS Withhold Amount is triggered after the PV System is CEC Certified in accordance with this Section 11.2, such right shall remain in effect until three hundred sixty-five (365) days after the date that Seller causes Renewable Energy Credits to once again be transferred to Buyer's WREGIS account in accordance with Section 8.4.

Section 11.3 Calculation of Energy Delivered; Invoices and Payment.

(a) Not later than the tenth (10th) day of each Month, commencing with the next Month following the Month in which Startup and Test Energy is generated, Seller shall deliver to Buyer a proper invoice showing the following for the preceding Month:

(i) PV Delivered Energy during such Month, specifying the portion of such PV Delivered Energy that is (A) Startup and Test Energy (and the payment owed in respect thereof according to the price on paragraph 1 of Appendix A-1), (B) Excess Energy; (C) Excess Energy > 120% and (D) PV Delivered Energy that is not Excess Energy, Excess Energy > 120% or Startup and Test Energy.

(ii) BESS Metered Output during such Month.

(iii) An accounting of the Guaranteed Delivered Energy for the applicable Contract Year and Measurement Period, an accounting of new or made up Shortfall Energy and/or Replacement Product, if applicable, and a confirmation as to whether Seller met or exceeded the Guaranteed Delivered Energy.

(iv) The BESS Capacity Payment for such Month.

(v) Any reimbursement to Buyer for the purchase of Replacement Product.

(vi) Seller's reasonable calculation of the amount of Deemed Generated Energy associated with any Compensable Curtailment for amounts owed by Buyer in accordance with Section 7.4(b).

(vii) Any other payments due to Buyer or to Seller under this Agreement, including amounts due to Buyer in connection with third party sales of curtailed Energy under Section 6.2 and any unpaid liquidated damages that have accrued prior to the invoice date.

(b) Seller shall calculate the amount of PV Delivered Energy, BESS Metered Output, and BESS Metered Input from meter readings at the Electric Metering Devices at the Point of Interconnection, the PV Energy Meter, and the BESS Energy Meter, all as depicted on Appendix Q, maintained pursuant to Section 11.7.

(c) Each invoice shall show the title of the Agreement and, if applicable, the Agreement number, the name, address and identifying information of Seller and the identification of material, equipment or services covered by the invoices, and shall be sent to the address set forth in Appendix J or such other address as Buyer may provide to Seller.

(d) Any electronic information delivered by Seller under this ARTICLE XI shall be in a format such as Microsoft Excel (or its equivalent) that allows Buyer to cut, paste or otherwise readily use and work with such information or documentation or as otherwise mutually agreed by the Parties.

(e) Concurrently with the delivery of each Monthly invoice, if required under Section 8.5, Seller shall deliver attestations of all Environmental Attribute transfers substantially in the form set forth in Appendix D.

(f) Subject to Section 11.3(g) and Section 11.4, not later than the thirtieth (30th) day after receipt by Buyer of Seller's Monthly invoice (or the next succeeding Business Day, if the thirtieth (30th) day is not a Business Day), Buyer (if the net payment in the applicable invoice is in favor of Seller) or Seller (if the net payment in the applicable invoice is in favor of Buyer), shall pay to Seller or Buyer, as applicable, by wire transfer of immediately available funds to an account specified by Seller or Buyer, as applicable, or by any other means agreed to by the Parties from time to time, the amount set forth as due in such Monthly invoice.

(g) Notwithstanding Section 11.3(a), if Buyer believes that it has insufficient information to verify the amount of Deemed Generated Energy calculated by Seller in the invoice, or if Buyer requires additional time to verify such information, Buyer shall notify Seller thereof within thirty (30) days after receipt of an invoice from Seller, and timely pay the amounts set forth in such Monthly invoice not related to Deemed Generated Energy. Within thirty (30) days after receipt by Buyer of additional information regarding such Deemed Generated Energy calculation, or on the date mutually agreed to by the Parties, Buyer shall pay to Seller the amount specified in the invoice or notify Seller of any discrepancies with respect to its calculation of the Deemed Generated Energy, in which event such invoice shall be subject to the provisions of Section 11.4.

(h) Seller shall, in subsequent invoices, adjust previously invoiced amounts to reflect (i) adjustments pursuant to Section 11.4, or (ii) adjustments, reconciliations or final settlements with WREGIS occurring after the date of the initial invoice, or any other adjustments agreed to by the Parties (which shall be without interest of any kind), *provided* that Buyer shall not be required to make invoice payments if the invoice is received more than one (1) year after the billing period.

(i) Buyer shall not be required to make invoice payments if the invoice is received more than six (6) Months after the applicable Monthly billing period except with respect to any disputed amounts where the dispute is first raised within six (6) months after the applicable

Monthly billing period and for any corrections or adjustments resulting in amounts owing by Buyer pursuant to Section 11.7(a).

Section 11.4 Disputed Invoices. If any portion of any invoice is in dispute, the undisputed amount shall be paid when due. The Party disputing a payment shall promptly notify the other Party of the basis for the dispute, setting forth the details of such dispute in reasonable specificity. Disputes shall be discussed directly by the Parties' Authorized Representatives, who shall use reasonable efforts to amicably and promptly resolve such Disputes, and any failure to agree shall be subject to resolution in accordance with Section 14.3. Upon resolution of any Dispute, if all or part of the disputed amount is later determined to have been due, then the Party owing such payment or refund shall pay within ten (10) days after receipt of notice of such determination the amount determined to be due plus interest thereon at the Interest Rate from the due date until the date of payment. For purposes of this Section 11.4, "***Interest Rate***" shall mean the lesser of (i) two percent (2%) above the per annum Prime Rate reported daily in *The Wall Street Journal*, or (ii) the maximum rate permitted by applicable Requirements of Law.

Section 11.5 Right of Setoff. In addition to any right now or hereafter granted under applicable law and not by way of limitation of any such rights, each Party shall have the right at any time or from time to time without notice to other Party or to any other Person, any such notice being hereby expressly waived, to set off against any amount due a Party from the other Party under this Agreement any undisputed amount due such Party from the other Party under this Agreement, including any undisputed amounts due because of breach of this Agreement or any other obligation.

Section 11.6 Records and Audits. Seller shall maintain, and the Authorized Auditors shall have access to, all records and data pertaining to the performance and management of this Agreement (including compliance with the Requirements) and related Subcontracts, and as necessary to properly reflect all costs claimed to have been incurred hereunder and thereunder, including (a) in their original form, all (i) documents provided to Seller in the ordinary course of business for the Facility, (ii) documents for billing, costs, metering, and Environmental Attributes, (iii) books, records, documents, reports, deliverables, employee time sheets, accounting procedures and practices, and (iv) records of financial transactions, and (b) other evidence, regardless of form (for example, machine readable media such as disk or tape, etc.) or type (for example, databases, applications software, database management software, or utilities). If Seller is required to submit cost or pricing data in connection with this Agreement, Seller shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. In the event of a Dispute, records that relate to the Agreement, Dispute, litigation or costs, or items to which an audit exception has been taken, shall be maintained. Buyer and the Authorized Auditors may discuss such records with Seller's officers and independent public accountants (and by this provision Seller authorizes said accountants to discuss such billings and costs), all at such times and as often as may be reasonably requested. All such records shall be retained, and shall be subject to examination and audit by the Authorized Auditors, for a period of not less than four (4) years following final payment made by Buyer hereunder as it relates to a particular payment obligation, four (4) years after the expiration or termination date of this Agreement, or final settlement of all disputes, claims, or litigation that authorizes the records to no longer be retained, or the retention period under the Requirements of Law applicable to any Participating Members,

whichever is later. Seller shall make said records or, to the extent accepted by the Authorized Auditors, photographs, micro-photographs, or other authentic reproductions thereof, available to the Authorized Auditors at Seller's principal business office or any other of Seller's offices as mutually agreed upon by Buyer and Seller, at all reasonable times and without charge. The Authorized Auditors may reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by Seller on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. Seller shall not, however, be required to furnish the Authorized Auditors with commonly available software. Seller shall be subject at any time with fourteen (14) days prior written notice to audits or examinations by Authorized Auditors, relating to all billings and required to verify compliance with all Agreement requirements relative to practices, methods, procedures, performance, compensation, and documentation. Examinations and audits shall be performed using generally accepted auditing practices and principles and applicable governmental audit standards. All information provided by Seller or Seller's Subcontractors pursuant to this Section 11.6 shall be subject to the provisions of Section 14.21. If Seller utilizes or is subject to Federal Acquisition Regulation, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits shall utilize such information. To the extent that an Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective. Consistent with standard auditing procedures, Seller shall be provided fifteen (15) days to review an Authorized Auditor's examination results or audit and respond to Buyer prior to the examination's or audit's finalization and public release. If an Authorized Auditor's examination or audit indicates Seller has been overpaid under a previous payment application, the identified overpayment amount shall be paid by Seller to Buyer within fifteen (15) days after notice to Seller of the identified overpayment. If an Authorized Auditor's examination or audit reveals that Buyer's overpayment to Seller is more than five percent (5.0%) of the billings reviewed, Seller shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit, which examination or audit expenses and costs shall be paid by Seller to Buyers within fifteen (15) days after notice to Seller. Seller shall use commercially reasonable efforts to contractually require all Subcontractors performing services under this Agreement to comply with the provisions of this Section 11.6 by inserting this Section 11.6 into each Subcontract.

Section 11.7 Electric Metering Devices.

(a) The PV Delivered Energy made available to Buyer by Seller under this Agreement shall be measured using a CAISO-approved and CAISO-polled revenue-quality Electric Metering Device (in compliance with the CAISO Tariff and relevant protocols and is dedicated exclusively to the Facility) procured, installed, owned and maintained by Seller at the PV System and the Point of Delivery, and the BESS Metered Input and BESS Metered Output shall be measured using CAISO-approved and CAISO-polled revenue-quality Electric Metering Devices (in compliance with the CAISO Tariff and relevant protocols and dedicated exclusively to the Facility) procured, installed, owned and maintained by Seller at the BESS and the Point of Delivery, in each case, as depicted in the metering diagram attached to this Agreement as Appendix O. All such Electric Metering Devices used to provide data for the computation of payments shall be sealed and Seller shall only break the seal when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Section 11.7. Seller shall arrange and bear all costs associated with the installation of the Electric Metering Devices needed for the registration,

recording and transmission of information regarding the Delivered Energy. Seller hereby agrees to provide a mutually agreed set of meter data to Buyer, which data shall be accessible to, and usable by, Buyer. In addition to providing Buyer with its meter data, Seller shall support Buyer's efforts to obtain read-only access to CAISO meter data applicable to the Facility and all inspection, testing and calibration data and reports from the CAISO. If the CAISO makes any adjustment to any CAISO meter data for a given time period, Seller agrees that it shall submit revised Monthly invoices, pursuant to this ARTICLE XI covering the entire applicable time period in order to fully conform such adjustments to the meter data. Seller shall submit any revised invoices no later than thirty (30) days after the date on which the CAISO provides Seller with binding adjustments to the meter data.

(b) Seller or its Authorized Representative, at no expense to Buyer, shall inspect and test all Electric Metering Devices upon installation and at least annually thereafter. Seller shall provide Buyer with reasonable advance notice of, and permit representatives of Buyer to witness and verify, such inspections and tests. Upon request by Buyer or Buyer's Authorized Representative, Seller or its Authorized Representative shall perform additional inspections or tests of any Electric Metering Device and shall permit a qualified representative of Buyer to inspect or witness the testing of any Electric Metering Device. The actual expense of any such requested additional inspection or testing shall be borne by Seller. Seller shall provide copies of any inspection or testing reports to Buyer.

(c) If an Electric Metering Device fails to register, or if the measurement made by an Electric Metering Device is found upon testing to be inaccurate by more than plus or minus one percent (+/- 1.0%), an adjustment shall be made correcting all measurements made by the inaccurate or defective Electric Metering Device for both the amount of the inaccuracy and the period of the inaccuracy, such adjustment to be made by the Scheduling Coordinator. The adjustment period shall be determined as far as can be reasonably ascertained by Buyer or Buyer's Authorized Representative from the best available data, subject to review and approval by Seller (such approval not to be unreasonably withheld). If the period of the inaccuracy cannot be ascertained reasonably, any such adjustment shall be for a period equal to one third of the time elapsed since the preceding test of the applicable Electric Metering Devices. To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, Buyer shall use the corrected measurements as determined in accordance with this Section 11.7 to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Buyer for this period from such recomputed amount. If the difference is a positive number, the difference shall be paid by Buyer to Seller; if the difference is a negative number, that difference shall be paid by Seller to Buyer, or at the direction of Buyer, may take the form of an offset to payments due to Seller from Buyer. Payment of such difference by the owing Party shall be made not later than thirty (30) days after the owing Party receives notice of the amount due, unless Buyer elects payment via an offset.

(d) Commencing on the first date on which Startup and Test Energy is produced by the Facility, and continuing throughout the Delivery Term, Seller shall provide to Buyer read only access to all Electric Metering Devices installed, owned and operated by Seller that are used to measure PV Delivered Energy, BESS Metered Input, and BESS Metered Output.

Section 11.8 Taxes. Seller shall be responsible for and shall pay, before the due

dates therefor, any and all federal, state, and local Taxes incurred by it as a result of entering into this Agreement and all Taxes imposed or assessed with respect to the Facility, the Site or any other assets of Seller, the Products or the transaction arising before or at the Point of Delivery. Buyer shall pay or cause to be paid all Taxes on or with respect to the Products or the transaction from (but excluding) the Point of Delivery to such Buyer. If Seller is required by a Requirement of Law to remit or pay Taxes that are the responsibility of Buyer hereunder, Buyer shall promptly reimburse Seller for such Taxes. If Buyer is required by Requirement of Law to remit or pay Taxes that are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller hereunder; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Taxes for which it is exempt under law. A Party that is exempt at any time and for any reason from one or more Taxes shall bear the risk that such exemption shall be lost or the benefit of such execution be reduced.

ARTICLE XII

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 12.1 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller as of the Effective Date:

(a) Buyer is a validly existing California joint powers authority, and has the legal power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) The execution, delivery and performance by Buyer of this Agreement (i) have been duly authorized by all necessary action, and does not and will not require any consent or approval of such Buyer's regulatory or governing bodies, other than that which has been obtained; and (ii) does not violate any federal, state, and local law, including the California Government Code and similar laws.

(c) This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

Section 12.2 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer as of the Effective Date:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of its respective state of incorporation or organization and is qualified to do business in the State of California, and has the legal power and authority to own or lease its properties, to carry on its business as now being conducted and to enter into this Agreement, and to carry out the transactions contemplated hereby and thereby and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) Seller has taken all corporate or limited liability company action required to authorize the execution, delivery, and performance of this Agreement, and Seller has delivered to Buyer (i) copies of all resolutions and other documents evidencing such corporate or limited liability company actions, certified by an authorized representative of Seller as being true, correct, and complete, and (ii) an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller.

(c) The execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary organizational action, and do not require any consent or approval other than those which have already been obtained.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of and compliance with the provisions of this Agreement, do not conflict with or constitute a breach of or a default under, any of the terms, conditions or provisions of any Requirement of Law, or any organizational documents, agreement, deed of trust, mortgage, loan agreement, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound, or result in a breach of or a default under any of the foregoing.

(e) This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally or by general equitable principles, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(f) There is no pending, or to the knowledge of Seller, threatened action or proceeding affecting Seller before any Governmental Authority, which purports to affect the legality, validity or enforceability of this Agreement.

(g) Seller is not in violation of any Requirement of Law, which violations, individually or in the aggregate, would reasonably be expected to result in a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of Seller, or the ability of Seller to perform any of its obligations under this Agreement.

(h) As of the Effective Date (i) the corporate organizational structure and ownership of Seller and its Upstream Equity Owners up to Seller's Ultimate Parent is set forth on Schedule 12.2(h) and (ii) Seller is a Special Purpose Entity. The limited liability company interests in each of Seller and each Upstream Equity Owner have been duly issued under and authorized by their respective limited liability company agreements and in accordance with applicable Requirements of Law.

(i) Seller has (i) not entered into this Agreement with the actual intent to hinder, delay or defraud any creditor, and (ii) received reasonably equivalent value in exchange for its obligations under this Agreement. No petition in bankruptcy has been filed against Seller (other than petitions that have been dismissed within sixty (60) days after filing), and Seller has never made an assignment for the benefit of creditors or taken advantage of any insolvency act for its benefit as a debtor.

(j) Tax returns and reports of Seller required to be filed by it have been timely filed, and all Taxes shown on such Tax returns to be due and payable and all assessments, fees and other governmental charges upon Seller and upon its properties, assets, income, business and franchises that are due and payable have been paid when due and payable. Seller knows of no proposed Tax assessment against it that is not being actively contested by it in good faith and by appropriate proceeding.

(k) Seller owns or possesses or will acquire all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by Seller of its obligations under this Agreement, and, to Seller's knowledge, Seller's use thereof does not infringe on the intellectual property rights of third parties.

(l) Seller has not assigned, transferred, conveyed, encumbered, sold or otherwise disposed of the Products except as provided herein.

(m) Seller has obtained all Permits (including the CEQA Determinations) required for the construction, operation, and maintenance of the Facility in accordance with the Requirements and the performance of Seller's obligations hereunder, or such Permits are reasonably expected to be timely obtained in the ordinary course of business.

Section 12.3 Covenants of Seller Related to Site Control Documents.

(a) Seller shall at all times maintain Site Control.

(b) Seller shall use commercially reasonable efforts to enforce the provisions of the Site Control Documents short of termination thereof such that Seller may enjoy all of the rights granted to Seller thereunder.

(c) For each Site Control Document capable of being recorded, Seller shall cause, or shall cause the Lessor, if applicable, either a memorandum of such Site Control Document or the Site Control Document itself to be timely and duly recorded in the land records of the applicable county or counties of the State of California, or as otherwise provided by applicable law, to the extent recordable under federal or state law.

(d) Seller shall give Buyer immediate notice after Seller is aware of any of the following: (i) any default notice received by Seller or the Lessor or delivered by Seller or the Lessor under any Site Control Document or (ii) the commencement or threat of any action, arbitration, mediation, or other proceeding pertaining to any Site Control Document. Seller shall deliver to Buyer, immediately upon service or delivery thereof on, to or by Seller or Lessor, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration. Buyer's cure of any default under a Site Control Document shall cure such default by Seller pursuant to Section 13.1(h).

(e) Throughout the Agreement Term, Seller shall notify Buyer of the institution of any proceeding for the condemnation or other taking of the Facility or any portion thereof (as applicable, a "**Taking**"), including the occurrence of any hearing associated therewith. Buyer may participate in any such proceeding and Seller shall deliver to Buyer all instruments necessary or

required by Buyer to permit such participation. Subject to the consent of the Facility Lender, upon any condemnation of the Facility or any portion thereof, Seller shall diligently repair, replace or reconstruct the Facility or portion thereof so condemned. Subject to the consent of the Facility Lender, all awards and compensation for the Taking or purchase in lieu of condemnation of the Facility or any portion thereof shall be applied toward the repair, restoration, reconstruction or replacement of the Facility.

Section 12.4 [Reserved].

Section 12.5 Additional Covenants of Seller.

(a) **Material Adverse Effect.** In the event of a material adverse effect on the business, assets, operations, condition (financial or otherwise) or prospects of Seller or an event of default by Seller or the operator under the O&M Agreement, Seller shall promptly thereafter notify Buyer. Upon the reasonable request of Buyer, Seller shall, within thirty (30) days after Buyer's request, provide Buyer with a plan or report, including the report (at Seller's sole cost and expense) of a Licensed Professional Engineer with respect to any material change in operations that demonstrates in detail reasonably acceptable to Buyer, that the applicable event or occurrence has been mitigated or cured, or will be mitigated or cured within a reasonable period or within the cure periods provided therefor (and listing, in detail, the actions that Seller has taken, is taking, or proposes to take with respect to such condition or event), or that such event or occurrence will not have a material adverse effect on the performance of Seller under this Agreement. A failure to provide such plan or report within thirty (30) days, or to diligently undertake any of the actions set forth under such plan or report, will be deemed a failure by Seller to perform under Section 13.1(b).

(b) **Special Purpose Entity.** Seller shall remain at all times throughout the Agreement Term a Special Purpose Entity.

(c) **[Reserved].**

(d) **Sale Leaseback Financing.**

(i) Seller shall provide Buyer with at least one hundred twenty (120) days' prior written notice of the consummation of a Sale Leaseback Financing, which notice shall include (A) introductory and contact information about and for any potential Sale Leaseback Lessors and (B) a summary of the provisions related to such Sale Leaseback Financing. Such notice shall be in addition to, and not in lieu of, any notice required under Section 14.7.

(ii) In the event of a Sale Leaseback Financing, promptly after closing thereof, Seller shall provide Buyer true and correct copies of all agreements with the Sale Leaseback Lessor (with confidential terms redacted).

(iii) It shall be a Default (which shall be subject to cure only if such Default is reasonably capable of being promptly and completely cured by Seller, and if not capable of being promptly and completely cured by Seller, shall be an immediate Default without opportunity to cure hereunder) should Seller enter into a Sale Leaseback Financing unless the Sale Leaseback Lessor or Sale Leaseback Lessors thereunder and Seller shall

have concurrently entered into an agreement with Buyer providing for (A) substantially the terms set forth in Appendix N, and (B) estoppel certificate(s) from such Sale Leaseback Lessor or Sale Leaseback Lessors certifying that this Agreement remains in full force and effect and binding on Seller and that each agreement providing for Seller's rights in and to the Site remains in full force and effect and binding on the third parties thereto.

(iv) Seller shall deliver, or cause to be delivered, copies of all resolutions and other documents evidencing the actions taken to approve, execute and deliver such Sale Leaseback Financing agreements and any the documents required in Section 12.5(d), in each case certified by an authorized representative of Seller as being true, correct and complete, and an incumbency certificate signed by the secretary of Seller certifying as to the names and signatures of the authorized representatives of Seller.

ARTICLE XIII

DEFAULT; TERMINATION AND REMEDIES; PERFORMANCE DAMAGE

Section 13.1 Default. Each of the following events or circumstances shall constitute a “***Default***” by the responsible Party (the “***Defaulting Party***”):

(a) **Payment Default.** Failure by a Party to make any payment (except for the payment of Daily Delay Damages) under this Agreement when and as due (other than payments disputed in good faith) that is not cured within twenty (20) days after receipt of notice thereof from the other Party (which amount shall include payment of interest from the due date at the Interest Rate).

(b) **Performance Default.** Failure by a Party to perform any of its duties or obligations under this Agreement (other than any failure that is separately listed as a Default of Seller under this Section 13.1) that is not cured within thirty (30) days after receipt of notice thereof from the other Party; *provided* that if such failure cannot be cured within such thirty (30) day period despite reasonable commercial efforts and such failure is not a failure to make a payment when due, such Party shall have up to ninety (90) additional days to cure.

(c) **Breach of Representation and Warranty.** Any representation, warranty, certification or other statement made by a Party in this Agreement is false or inaccurate at the time made and materially and adversely affects Seller's ability to perform its obligations hereunder; *provided* that no Default shall exist if such falsity or inaccuracy is remedied within thirty (30) days after receipt of notice thereof from another Party.

(d) **Bankruptcy.** Bankruptcy of Buyer or Seller.

(e) **Performance Security Failure.** (i) The failure of Seller to furnish Performance Security by the times set forth in Section 5.7(a) and Section 5.7(b); (ii) the failure of Seller to replace the Performance Security within ten (10) Business Days after a Downgrade Event occurs with respect to the issuer of the Performance Security; (iii) the failure of Seller to replace the Performance Security within ten (10) Business Days after Seller receives notice from Buyer of a termination of its relationship with the issuer of any Performance Security; or (iv) the issuer of any Performance Security provided by Seller hereunder contests the validity or enforceability of the Performance Security, the letter of credit provider denies that it has any liability in respect of

any Performance Security, or the letter of credit provider fails to honor a draw request properly made and tendered under this Agreement and such Performance Security is not replaced within five (5) Business Days after Seller becomes aware of such occurrence.

(f) **Insurance Default.** The failure of Seller to maintain and provide acceptable evidence of the required Insurance for the required period of coverage as set forth in Appendix F that is not cured within three (3) days after receipt of notice of such failure from Buyer.

(g) **Fundamental Change.** Except as permitted by Section 14.7, (i) a Party makes an assignment of its rights or delegation of its obligations under this Agreement, or (ii) a Change in Control occurs.

(h) **Site Control Document Default.** Except as may be expressly permitted by this Agreement, any Site Control Document fails to be in effect or is terminated for any reason, and such Site Control Document is not reinstated to be in full force and effect within twenty (20) days thereafter; *provided* that Seller shall not be in Default under this Section 13.1(h) should the termination of a Site Control Document be disputed, so long as Seller is contesting such termination in good faith.

(i) **Casualty.** Seller fails to meet its obligations under Section 14.19(b).

(j) **Construction Start Milestone.** (i) Seller fails to achieve the Construction Start Milestone on or before the date that is one hundred eighty (180) days after the Milestone Date for the Construction Start Milestone and (ii) Buyer elects not to allow Seller to continue to pay Daily Delay Damages to Buyer pursuant to Section 3.5(b)(ii).

(k) **Commercial Operation Date.** Seller fails to achieve Commercial Operation on or before the Outside Commercial Operation Date.

(l) **Shortfall Energy Termination Default.** The failure of the Facility during any Measurement Period to deliver PV Delivered Energy in an amount that equals at least seventy-five percent (75%) of the Annual Contract Quantity applicable for each such Measurement Period.

(m) **BESS Defaults.** A BESS performance failure as set forth in Section 9.6(c)(i), Section 9.6(c)(ii) or Section 9.6(c)(iii).

Section 13.2 Default Remedy.

(a) If Buyer is in Default for nonpayment, subject to any duty or obligation under this Agreement, Seller may, at its sole option, (i) suspend performance hereunder, (ii) terminate this Agreement, or (iii) continue to provide services pursuant to its obligations under this Agreement; *provided* that nothing in this Section 13.2(a) shall affect Seller's rights and remedies set forth in this Section 13.2. Seller's continued service to Buyer shall not act to relieve Buyer of any of its duties or obligations under this Agreement.

(b) Notwithstanding any other provision herein, if any Default has occurred and is continuing, the affected Party may, whether or not the dispute resolution procedure set forth in Section 14.3 has been invoked or completed, bring an action in any court of competent jurisdiction

as set forth in Section 14.3 seeking injunctive relief in accordance with applicable rules of civil procedure.

(c) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Buyer is the Defaulting Party, Seller may without further notice exercise any rights and remedies provided herein or otherwise available at law or in equity including a termination of this Agreement pursuant to Section 13.4. No failure of Seller to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Seller of any other right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power.

(d) Except as expressly limited by this Agreement, if a Default has occurred and is continuing and Seller is the Defaulting Party, Buyer may without further notice exercise any rights and remedies provided for herein, or otherwise available at law or equity, including (i) application of all amounts available under the Performance Security against any amounts then payable by Seller to Buyer under this Agreement and (ii) termination of this Agreement pursuant to Section 13.4. No failure of Buyer to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Buyer of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power by Buyer.

Section 13.3 Cure Rights of Facility Lender. Buyer shall provide such consents to assignment, substantially in the form attached as Appendix P, as may be reasonably requested by Seller or any Facility Lender (other than a Tax Equity Investor) which shall comply with the applicable terms and conditions of this Agreement (such consent, the “***Consent and Agreement***”). The Consent and Agreement shall provide the Facility Lender, as applicable, or its agent notice of the occurrence of any Default described in Section 13.1 and the opportunity to cure any such default to the extent Seller has an opportunity hereunder to cure such default. Seller shall promptly repay Buyer for any costs or expenses incurred by Buyer in making any such payments or otherwise incurred by Buyer in connection with curing a default by Seller. In addition, Buyer shall, if reasonably requested by a Tax Equity Investor, provide a written consent providing such Tax Equity Investor with the right, but not the obligation, at any time, to pay any or all amounts due from Seller to Buyer hereunder, and to do any other act or thing required of Seller, in each case to cure any default of Seller under this Agreement in a manner that is consistent with the applicable terms and conditions of this Agreement, and provide a customary estoppel certificate, *provided* that the terms and conditions of any such consent, or any estoppel certificate, shall have no (and could not reasonably be expected to have any) adverse effect on Buyer’s rights under this Agreement, and, except for a reasonable additional cure period for the Tax Equity Investor to cure a default of Seller as set forth in the consent with such Tax Equity Investor, which additional cure period shall be no longer than the cure period afforded the Facility Lender, shall be consistent with the terms and conditions of this Agreement. Seller shall pay Buyer for the reasonable costs and expenses, including reasonable attorneys’ fees, incurred by Buyer in the negotiation of the documents Buyer is required to deliver hereunder.

Section 13.4 Termination for Default.

(a) If a Default occurs, the Party that is not the Defaulting Party (the “**Non-Defaulting Party**”) may, for so long as the Default is continuing and, to the extent permitted by applicable law, without limiting any other rights or remedies available to the Non-Defaulting Party under this Agreement, by notice by it (“**Termination Notice**”) to the Defaulting Party (i) establish a date (which shall be no earlier than the date of such notice and no later than twenty (20) days after the date of such notice) (“**Early Termination Date**”) on which this Agreement shall terminate, and (ii) withhold any payments due in respect of this Agreement; *provided*, upon the occurrence of any Default of the type described in Section 13.1(d), this Agreement shall automatically terminate, without notice or other action by either Party as if an Early Termination Date had been declared immediately prior to such event.

(b) If an Early Termination Date has been designated, the Non-Defaulting Party shall calculate in a commercially reasonable manner its Gains, Losses and Costs resulting from the termination of this Agreement and the resulting Termination Payment. The Gains, Losses and Costs relating to the Products that would have been required to be delivered under this Agreement had it not been terminated shall be determined by comparing the amounts Buyer would have paid for the Products under this Agreement to the equivalent quantities and relevant market prices, either quoted by one or more bona fide third party offers, or which are reasonably expected by the Non-Defaulting Party to be available in the market under a replacement contract for this Agreement covering the same products and having a term equal to the Remaining Term at the date of the Termination Notice, adjusted to account for differences in transmission, if any. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from dealers in Energy contracts and bona fide third party offers. The Non-Defaulting Party shall not be required to enter into any such replacement agreement in order to determine its Gains, Losses and Costs or the Termination Payment.

(c) For purposes of the Non-Defaulting Party’s determination of its Gains, Losses and Costs and the Termination Payment, it shall be assumed, regardless of the facts, that Seller would have sold, and Buyer would have purchased, each day during the Remaining Term (i) PV Delivered Energy in an amount equal to the Assumed Daily Deliveries, (ii) the Environmental Attributes associated therewith, (iii) all Capacity Rights and (iv) the full BESS Contract Capacity. The “**Assumed Daily Deliveries**” shall be an amount equal to the greater of (A) the quotient of the Guaranteed Delivered Energy divided by three hundred sixty-five (365), and (B) the average daily amount of PV Delivered Energy during the Delivery Term, if any.

(d) The Non-Defaulting Party shall notify the Defaulting Party of the Termination Payment, which notice shall include a written statement explaining in reasonable detail the calculation of such amount. If the Termination Payment is a positive number, the Defaulting Party shall, within ten (10) Business Days after receipt of such notice, pay the Termination Payment to the Non-Defaulting Party, together with interest accrued at the Interest Rate from the Early Termination Date until paid.

(e) If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, the calculation of the Termination Payment shall be submitted to the dispute resolution process provided in Section 14.3. Following resolution of the dispute, the Defaulting Party shall pay the full amount of the Termination Payment (if any) as determined by such resolution as and when required, but no later

than thirty (30) days following the date of such resolution, together with all interest, at the Interest Rate, that accrued from the Early Termination Date until the date the Termination Payment is paid.

(f) For purposes of this Agreement:

(i) “**Gains**” means, with respect to a Party, an amount equal to the present value of the economic benefit (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(ii) “**Losses**” means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, resulting from the termination of its obligations under this Agreement, determined in a commercially reasonable manner;

(iii) “**Costs**” means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred in terminating any arrangement pursuant to which it has hedged its obligations or in entering into new arrangements which replace this Agreement, excluding attorneys’ fees, if any, incurred in connection with enforcing its rights under this Agreement. Each Party shall use reasonable efforts to mitigate or eliminate its Costs.

(iv) In no event shall a Party’s Gains, Losses or Costs include any penalties or similar charges imposed by the Non-Defaulting Party.

(v) The Present Value Rate shall be used as the discount rate in all present value calculations required to determine Gains, Losses and Costs.

(g) At the time for payment of any amount due under this Section 13.4, each Party shall pay to the other Party, all additional amounts, if any, payable by it under this Agreement (including any amounts withheld pursuant to Section 13.4(a)).

ARTICLE XIV MISCELLANEOUS

Section 14.1 Authorized Representative. Each Party shall designate an authorized representative who shall be authorized to act on its behalf with respect to those matters contained herein (each an “**Authorized Representative**”), which shall be the functions and responsibilities of such Authorized Representatives. Each Party may also designate an alternate who may act for the Authorized Representative. Within thirty (30) days after execution of this Agreement, each Party shall notify the other Party of the identity of its Authorized Representative, and alternates if designated, and shall promptly notify the other Party of any subsequent changes in such designation. The Authorized Representatives shall have no authority to alter, modify, or delete any of the provisions of this Agreement. To the extent that an Authorized Representative’s contact information is not provided in Appendix J, at the time a Party designates such Authorized Representative, such Party shall concurrently provide written notice to the other Party of such Authorized Representative’s contact information.

Section 14.2 Notices. All notices, requests, demands, consents, waivers and other communications which are required under this Agreement shall be in writing and shall be deemed properly sent if delivered in person, reliable overnight courier, or sent by registered or certified mail, postage prepaid to the persons specified in Appendix J. The Parties may update Appendix J, from time to time, to designate another person, address or office to which notices shall be delivered by delivering notice to the other Parties in accordance with this Agreement. In addition to the foregoing, the Parties may agree in writing at any time to deliver notices, requests, demands, consents, waivers and other communications through alternate methods, such as electronic mail.

Section 14.3 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 14.3) (a “**Dispute**”), either Party (the “**Notifying Party**”) may deliver to the other Party (the “**Recipient Party**”) notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a “**Dispute Notice**”). The Dispute Notice shall include a schedule of the availability of the Notifying Party’s senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall, within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a parallel schedule of availability of the Recipient Party’s senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers’ schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Section 14.3(a) and Section 14.3(b) by the expiration of the thirty (30) day period set forth in Section 14.3(a), then a Party may pursue any legal remedy available to it in accordance with the provisions of Section 14.12 and Section 14.13 of this Agreement.

(d) In addition to the Dispute resolution process set forth in this Section 14.3, the Parties shall comply with California law governing claims against public entities and presentment of such claims.

Section 14.4 Further Assurances; Change in Electric Market Design.

(a) Each Party agrees to execute and deliver all further instruments and documents, and take all further actions not inconsistent with the provisions of this Agreement that may be reasonably necessary to effectuate the purposes and intent of this Agreement.

(b) If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then either Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make

this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the Dispute resolution process set forth in Section 14.3. Notwithstanding the foregoing, a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure.

Section 14.5 No Dedication of Facilities. Any undertaking by one Party to the other Party under any provisions of this Agreement shall not constitute the dedication of the Facility or any portion thereof of either Party to the public or to the other Party or any other Person, and it is understood and agreed that any such undertaking by either Party shall cease upon the termination of such Party's obligations under this Agreement.

Section 14.6 Force Majeure.

(a) A Party shall not be considered to be in default in the performance of any of its obligations under this Agreement (other than the obligations of a Party to make payment of amounts due under this Agreement) when and to the extent such Party's performance is prevented by a Force Majeure that, despite the exercise of due diligence, such Party is unable to prevent or mitigate, *provided* the Party has given a written detailed description of the full particulars of the Force Majeure to the other Party reasonably promptly after becoming aware thereof (and in any event within fourteen (14) days after the initial occurrence of the claimed Force Majeure event) (the "***Force Majeure Notice***"), which notice shall include information with respect to the nature, cause and date and time of commencement of such event, and the anticipated scope and duration of the delay. The Party providing such Force Majeure Notice shall be excused from fulfilling its obligations under this Agreement until such time as the Force Majeure has ceased to prevent performance or other remedial action is taken, at which time such Party shall promptly notify the other Party of the resumption of its obligations under this Agreement. If Seller is unable to deliver, or Buyer is unable to receive, PV Delivered Energy due to a Force Majeure, then Buyer shall have no obligation to pay Seller for PV Delivered Energy not delivered or received by reason thereof. It is understood by the Parties that, subject to the provisions of Section 7.4, the foregoing provisions shall not excuse any obligation of Seller with respect to delivery of the Guaranteed Delivered Energy under ARTICLE VI, or Shortfall Energy (and Replacement Product, as applicable), or either Party's obligation to make payments to one another up to the time that Seller ceases deliveries of PV Delivered Energy, arising prior to the occurrence of any Force Majeure event. In no event shall Buyer or Seller be obligated to compensate the other Party or any other Person for any losses, expenses or liabilities that the other Party or such other Person may sustain as a consequence of any Force Majeure.

(b) The term "***Force Majeure***" means any act of God (including fire, flood, earthquake, extremely severe storm, lightning strike, tornado, volcanic eruption, hurricane or other natural disaster), labor disturbance, strike or lockout of a national scope, epidemic or pandemic, act of the public enemy, war, insurrection, riot, explosion, terrorist activities or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or

other occurrence that (i) prevents one Party from performing any of its obligations under this Agreement, (ii) could not reasonably be anticipated as of the date of this Agreement, (iii) is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party, or any Person under the control of that Party or any of its subcontractors or Affiliates, or any Person for whose acts such subcontractor or Affiliate is responsible), and (iv) by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; *provided*, nothing in clause (iv) above shall be construed so as to require a Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Notwithstanding the foregoing, the conditions existing as of the date of this Agreement due to the COVID-19 pandemic shall not be considered a Force Majeure, but any subsequent increase in government restrictions due to a worsening or resurgence of the COVID-19 pandemic may be considered a Force Majeure. Any Party rendered unable to fulfill any of its obligations by reason of a Force Majeure shall exercise due diligence to remove such inability with reasonable dispatch within a reasonable time period and mitigate the effects of the Force Majeure. The relief from performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following (each an “*Unexcused Cause*”): (1) any requirement to comply with a RPS Law or any change (whether voluntary or mandatory) in any RPS Law, or other Change in Law, that may affect the value of the Products; (2) events arising from the failure by Seller to construct, operate or maintain the Facility in accordance with this Agreement except to the extent such event is caused by a Force Majeure; (3) any increase of any kind in any cost; (4) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (5) Seller’s ability to enter into a contract to sell PV System Energy at a more favorable price or Buyer’s ability to purchase the Product or any part thereof at a price lower than that provided in this Agreement; (6) curtailment or other interruption of any Transmission Service except to the extent such interruption is caused by a Force Majeure; (7) failure of third parties to provide goods or services essential to a Party’s performance except to the extent such failure is caused by a Force Majeure; (8) Facility or equipment failure of any kind except to the extent such failure is caused by a Force Majeure; (9) any changes in the financial condition of Buyer, Seller, the Facility Lender or any subcontractor or supplier affecting the affected Party’s ability to perform its obligations under this Agreement.

(c) Buyer may terminate this Agreement if (i) a Force Majeure event occurs that diminishes the production of the PV System by more than fifty percent (50%) of the PV Contract Capacity or the capacity of the BESS by more than fifty percent (50%) of the BESS Contract Capacity for a period of eighteen (18) consecutive months, or (ii) the Facility is rendered inoperable and an independent engineer that is mutually acceptable to both Parties determines that the Facility cannot be repaired or replaced within a period not to exceed twenty-four (24) months following the date of the occurrence of the Force Majeure event.

(d) Any termination of this Agreement under Section 14.6(c) shall be “no-fault” and neither Party shall have any liability or obligation to the other Party arising out of such termination. Notwithstanding the foregoing, upon any such termination, each Party shall pay the other Party for any and all amounts hereunder that may be owing, including Seller’s obligation to make payments to Buyer for any existing Shortfall Energy, or other outstanding payments due in the ordinary course that occurred prior to the termination. Buyer shall return to Seller the

Performance Security (less any amounts drawn by Buyer in accordance with this Agreement). The exercise by Buyer of its right to terminate the Agreement shall not render Buyer or Seller liable for any losses or damages incurred by the other Party whatsoever.

Section 14.7 Assignment of Agreement.

(a) Buyer may from time to time and at any time assign any or all of its rights, and delegate any or all of its obligations, under this Agreement in whole or in part without the consent of Seller to a Qualified Buyer Assignee. Buyer shall provide Seller with thirty (30) days' prior notice of any such assignment or delegation. Notwithstanding the foregoing, in connection with any such assignment, such Qualified Buyer Assignee shall execute a written assumption agreement in favor of Seller pursuant to which any such Qualified Buyer Assignee shall assume all the obligations of Buyer under this Agreement, thereby relieving the assignor Buyer from its duties and obligations hereunder and thereunder.

(b) Except as set forth in this Section 14.7, Seller shall not assign any of its rights, or delegate any of its obligations, in or under this Agreement, without the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned, or delayed beyond the time period necessary for the internal review and approval process of Buyer. Any purported assignment or delegation in violation of this provision shall be null and void and of no force or effect.

(c) Seller may, without the prior written consent of Buyer, transfer or assign this Agreement if (A) the assignee is an Affiliate of Seller; (B) Seller has given Buyer notice at least fifteen (15) Business Days before the date of such proposed assignment; (C) Seller has provided Buyer a written agreement or certificate signed by the Affiliate to which Seller wishes to assign its interests that provides that such Affiliate will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment; and (D) such transfer or assignment is not in violation of applicable law.

(d) Buyer's consent shall not be required in connection with the collateral assignment or pledge of this Agreement for the sole purpose of financing this Facility to any Facility Lender or the assignment of this Agreement to a Tax Equity Investor in connection with a Tax Equity Financing; *provided, however*, that (1) in connection with any such assignment or pledge and the exercise of remedies by any Facility Lender, the Facility Lender acknowledges and agrees to be bound by the requirement that the Facility be operated and maintained by a Qualified Operator and (2) in the event of any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage, or other similar Lien, Facility Lender shall be bound by the covenants and agreements of Seller in this Agreement. Seller shall provide Buyer with ninety (90) days' prior notice of any such collateral assignment or pledge. Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, Seller shall not assign, transfer, convey, encumber, sell or otherwise dispose of all or any portion of the Products (not including the proceeds thereof) to any Facility Lender; *provided* that nothing herein shall limit Seller's right to encumber revenues earned from the sale of all or any portion of the Products, including Replacement Product.

(e) Seller shall provide at least ninety (90) days' written notice to Buyer prior to the occurrence of any (i) Change in Control pursuant to Section 14.7(f), (ii) any Tax Equity Financing or (iii) any proposed YieldCo Transfer. Concurrently with such notice, Seller shall provide Buyer with a then-current chart of the corporate organizational structure and ownership of Seller and a post-Change in Control, post-Tax Equity Financing or post YieldCo Transfer, as applicable, chart of the corporate organizational structure and ownership of Seller. In addition, following any permitted Change in Control, Seller and Buyer shall update the definition of Seller's Ultimate Parent by updating Schedule 12.2(h) of this Agreement.

(f) A Change in Control is permitted if (i) Buyer has given prior written consent to the transaction or transactions constituting the Change in Control, such consent not to be unreasonably withheld, conditioned or delayed and (ii) concurrently with the transaction or transactions constituting the Change in Control, if there is a successor entity to Seller, such successor entity executes a written assumption agreement in favor of Buyer pursuant to which such successor entity shall assume all of the obligations of Seller under this Agreement, and agree to be bound by all the terms and conditions of this Agreement. In connection with any Change in Control in which Seller remains party to this Agreement, at Buyer's request, Seller shall deliver an estoppel certificate to Buyer confirming that this Agreement remains in full force and effect.

(g) Except for a sale or transfer of the Facility by a Facility Lender as contemplated by Section 14.7(h), Seller shall not sell or transfer the Facility to any Person other than a Person to whom Seller assigns this Agreement in accordance with this Section 14.7, without the prior written consent of Buyer, other than a Sale Leaseback Financing (for which notice is required), without the prior written consent of Buyer; *provided*, that any such sale or transfer shall be in compliance with the provisions of Section 12.5(d). Any purported sale or transfer in violation of this Section 14.7(g) shall be null and void and of no force or effect. A Change in Control shall not be deemed a sale or transfer of the Facility.

(h) In no event shall Buyer be liable to any Facility Lender for any claims, losses, expenses or damages whatsoever other than liability a Buyer may have to Seller under this Agreement. In the event of any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage, or other similar Lien, Facility Lender shall be bound by the covenants and agreements of Seller in this Agreement; *provided, however*, that until the Person who acquires title to the Facility executes and delivers to Buyer a written assumption of Seller's obligations under this Agreement in form and substance acceptable to Buyer, such Person shall not be entitled to any of the benefits of this Agreement. Any sale or transfer of all or any portion of the Facility by any Facility Lender in connection with any foreclosure, whether judicial or nonjudicial, or any deed in lieu of foreclosure, in connection with any deed of trust, mortgage or similar Lien on the Facility, shall be made only to an entity that is a Qualified Transferee.

(i) Seller shall reimburse, or shall cause the Facility Lender to reimburse, Buyer for the incremental direct expenses reasonably incurred and documented by Buyer in the preparation, negotiation, execution or delivery of the Consent and Agreement for the Facility Lender and any other documents requested by Seller, the Facility Lender, or any Tax Equity Investor and provided by Buyer, in connection with to this Section 14.7 or any Tax Equity Financing.

Section 14.8 Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 14.9 Attorneys' Fees & Costs. Both Parties agree that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorneys' fees and costs. Each of the Parties to this Agreement was represented by its respective legal counsel during the negotiation and execution of this Agreement. Notwithstanding the foregoing, to the extent Buyer incurs legal costs in order to facilitate a Sale Leaseback Financing under Section 12.5(d) or the collateral assignment or pledge of this Agreement under Section 14.7(d), to evaluate whether a Change in Control has occurred, or such other action or review that is at the request of Seller, Seller shall bear Buyer's reasonable and documented legal costs therefor.

Section 14.10 Voluntary Execution. Both Parties acknowledge that they have read and fully understand the content and effect of this Agreement and that the provisions of this Agreement have been reviewed and approved by their respective counsel. The Parties further acknowledge that they have executed this Agreement voluntarily, subject only to the advice of their own counsel, and do not rely on any promise, inducement, representation or warranty that is not expressly stated herein.

Section 14.11 Entire Agreement; Amendments. This Agreement (including all Appendices and Exhibits) contains the entire understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, discussions or agreements between the Parties, or any of them, concerning that subject matter, whether written or oral, except as expressly provided for herein. This is a fully integrated document. Each Party acknowledges that no other party, representative or agent, has made any promise, representation or warranty, express or implied, that is not expressly contained in this Agreement that induced the other Party to sign this document. This Agreement may be amended or modified only by an instrument in writing signed by each Party.

Section 14.12 Governing Law. This Agreement was made and entered into in the County of Los Angeles, California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

Section 14.13 Venue. All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

Section 14.14 Execution in Counterparts. This Agreement may be executed in counterparts and upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or

more signature pages.

Section 14.15 Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

Section 14.16 Waiver; Available Remedies. The failure of either Party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect. Except to the extent this Agreement expressly provides an exclusive remedy for a breach, nothing contained herein shall preclude either Party from seeking and obtaining any available remedies hereunder, including recovery of damages caused by the breach of this Agreement and specific performance or injunctive relief, or any other remedy given under this Agreement or now or hereafter existing in law or equity or otherwise. Seller acknowledges that money damages may not be an adequate remedy for violations of this Agreement and that Buyer may, in its sole discretion seek and obtain from a court of competent jurisdiction specific performance or injunctive or such other relief as such court may deem just and proper to enforce this Agreement or to prevent any violation hereof. Seller hereby waives any objection to specific performance or injunctive relief. The rights granted herein are cumulative.

Section 14.17 Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture or partnership between the Parties hereto or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

Section 14.18 Third Party Beneficiaries. The provisions of this Agreement are solely for the benefit of the Parties, and, through Buyer, the Participating Members. Except for the Participating Members, nothing in this Agreement, whether express or implied, shall be construed to give to, or be deemed to create in, any other Person, whether as a third party beneficiary of this Agreement or otherwise, any legal or equitable right, remedy or claim in respect of this Agreement or any covenant, condition, provision, duty, obligation or undertaking contained or established herein. Except as provided herein, this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any Person that is not a party hereto.

Section 14.19 Indemnification; Damage or Destruction; Insurance; Condemnation; Limit of Liability.

(a) **Indemnification.** Seller undertakes and agrees to indemnify and hold harmless Buyer, Participating Members, and all of their respective commissioners, officers, agents, employees, advisors, and Authorized Representatives and assigns and successors in interest (collectively, “*Indemnitees*”) and, at the option of Buyer, to defend such Indemnitees from and against any and all suits and causes of action (including proceedings before FERC), claims, charges, damages, demands, judgments, civil fines and penalties, other monetary remedies or losses of any kind or nature whatsoever, for death, bodily injury or personal injury to any person, including

Seller's employees and agents, or third persons, or damage or destruction to any property of either Party or third persons, in any manner arising by reason of any breach of this Agreement by Seller, any failure of a representation, warranty or guarantee of Seller hereunder to be true in all material respects, the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of Seller, or any of the Seller's officers, agents, employees, or subcontractors of any tier, except to the extent caused by the gross negligence or willful misconduct of any such Indemnatee.

(b) **Damage or Destruction.** Subject to the provisions of Section 14.6, and to the consent of Facility Lender, not to be unreasonably withheld, in the event of any damage or destruction of the Facility or any part thereof, the Facility or such part thereof shall be diligently repaired, replaced or reconstructed by Seller so that the Facility or such part thereof shall be restored to substantially the same general condition and use as existed prior to such damage or destruction, unless a different condition or use is determined by Seller using its reasonable discretion taking into account the economics of repair, replacement, or reconstruction. Proceeds actually received of Insurance with respect to such damage or destruction maintained as provided in this Agreement shall be applied in Seller's reasonable discretion, subject to the consent of the Facility Lender, not to be unreasonably withheld, to the payment for such repair, replacement or reconstruction of the damage or destruction.

(c) **Insurance.** Seller shall obtain and maintain the Insurance coverages listed in Appendix F.

(d) **[Reserved].**

(e) **Limitation of Liability.** EXCEPT TO THE EXTENT INCLUDED IN THE DAILY DELAY DAMAGES OR OTHER LIQUIDATED DAMAGES PROVIDED HEREIN, INDEMNIFICATION OBLIGATIONS RELATED TO THIRD PARTY CLAIMS, OR OTHER SPECIFIC CHARGES EXPRESSLY PROVIDED FOR HEREIN, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF BUYER, ITS INDEMNITEES, BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR OTHER COSTS, BUSINESS INTERRUPTION DAMAGES RELATED TO OR ARISING OUT OF A PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON OR CLAIMED UNDER STATUTE, CONTRACT, TORT (INCLUDING SUCH PARTY'S OWN NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY AT LAW OR IN EQUITY. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES OF SUCH DAMAGES, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONTRIBUTORY, CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY. In no event shall Seller be liable to Buyer for any Losses and Costs (including any liquidated damages) that are in the aggregate in excess of Nine Million Eight Hundred Thousand Dollars (\$9,800,000) during the period from the date of execution of this Agreement until the Commercial Operation Date; provided, however, that such limitation shall not apply to any Losses and Costs arising out of (i) Seller's obligations under this Agreement to indemnify and hold harmless Buyer for death, bodily injury, or personal injury to any

person or damage or destruction to any property or (ii) the gross negligence or willful misconduct of Seller or any of Seller's Affiliates or subcontractors.

(f) To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, and that the liquidated damages constitute a reasonable approximation of the anticipated harm or loss.

Section 14.20 Severability. In the event any of the terms, covenants or conditions of this Agreement, or the application of any such terms, covenants or conditions, shall be held invalid, illegal or unenforceable by any court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application not adversely affected thereby shall remain in force and effect, *provided* that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

Section 14.21 Confidentiality.

(a) Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees, representatives and agents, as a condition to receiving confidential information hereunder, to keep confidential, except as required by applicable laws: (i) all documents, data, drawings, studies, projections, plans and other written information that relate to economic benefits to, or amounts payable by, either Party under this Agreement, and (ii) documents that are clearly marked "Confidential" at the time a Party shares such information with the other Party (clauses (i) and (ii) above, the "***Confidential Information***"). The provisions of this Section 14.21 shall survive and shall continue to be binding upon the Parties for a period of one (1) year following the date of termination or expiration of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information which (A) is disclosed with the prior written consent of the originating Party, (B) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (C) was lawfully in a Party's possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (D) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

(b) Either Party may, without violating this Section 14.21, disclose matters that are made confidential by this Agreement:

(i) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective, co-owners, investors, purchasers, lenders, underwriters, contractors, suppliers, and others involved in construction, operation, and financing transactions and arrangements for a Party or its subsidiaries or Affiliates;

(ii) to Governmental Authorities and parties involved in any proceeding in which either Party is seeking a Permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement;

(iii) to Governmental Authorities or the public as required by any law, regulation, order, rule, ruling or other Requirement of Law, including oral questions, discovery requests, subpoenas, civil investigations or similar processes and laws or regulations requiring disclosure of financial information, information material to financial matters, and filing of financial reports;

(iv) to WREGIS in accordance with WREGIS Operating Rules; and

(v) with respect to Buyer, to any of its respective members from time to time.

(c) If a Party is requested or required, pursuant to any applicable law, regulation, order, rule, ruling or other Requirement of Law, discovery request, subpoena, civil investigation or similar process to disclose any of the Confidential Information, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure.

(d) Notwithstanding the foregoing or any other provision of this Agreement, Buyer may record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable law the credit support contemplated by this Agreement, including the Project Development Security, and the Delivery Term Security, and the rights, Liens and priorities of Buyer with respect to such credit support.

(e) Notwithstanding the foregoing or any other provision of this Agreement, Seller acknowledges that Buyer is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("**CPRA**") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("**Brown Act**"). Confidential Information of Seller provided to Buyer pursuant to this Agreement will become the property of Buyer, and Seller acknowledges that Buyer shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Buyer copying or releasing to a third party any Confidential Information of Seller pursuant to CPRA or Brown Act.

(f) Notwithstanding the foregoing or any other provision of this Agreement, Buyer may record, register, deliver and file all such notices, statements, instruments and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable law the credit support contemplated by this Agreement, and the rights, Liens and priorities of Buyer with respect to such credit support.

(g) If Buyer receives a CPRA request for Confidential Information of Seller, and Buyer or Buyer's Authorized Representative determines that such Confidential Information is subject to disclosure under CPRA, then Buyer shall notify Seller of the request and its intent to disclose the documents. Buyer will comply with the disclosure requirements of the CPRA, including with respect to the release of documents unless Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then Seller undertakes and agrees

to defend, indemnify and hold harmless Buyer and the Indemnitees from and against all suits, claims, and causes of action brought against Buyer or any Indemnitees for Buyer's refusal to disclose Confidential Information of Seller to any person making a request pursuant to CPRA. Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by Buyer and any Indemnitees, and specifically including costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any suits, claims, and causes of action brought against Buyer or any Indemnitees, through and including any appellate proceedings. Seller's obligations to Buyer and all Indemnitees under this indemnification provision shall be due and payable on a Monthly, on-going basis within thirty (30) days after each submission to Seller of Buyer's invoices for all fees and costs incurred by Buyer and all Indemnitees, as well as all damages or liability of any nature.

(h) Each Party acknowledges that any disclosure or misappropriation of Confidential Information by such Party in violation of this Agreement could cause the other Party or their Affiliates irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore each Party agrees that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for a restraining order or an injunction restraining or enjoining any breach or threatened breach of this Agreement and for any other equitable relief that such non-breaching Party deems appropriate. This right shall be in addition to any other remedy available to the Parties in law or equity.

Section 14.22 Mobile-Sierra. The Parties hereby stipulate and agree that this Agreement was entered into as a result of arm's-length negotiations between the Parties. Further, the Parties believe that, to the extent the sale of Energy under this Agreement is subject to Sections 205 and 206 of the Federal Power Act, 16 U.S.C. Sections 824d and 824e, the rates, terms and conditions of this Agreement are just and reasonable within the meanings of Sections 205 and 206 of the Federal Power Act, and that the rates, terms and conditions of this Agreement will remain so during the Agreement Term. Notwithstanding any provision of this Agreement, the Parties waive all rights to challenge the validity of this Agreement or whether it is just and reasonable for and with respect to the Agreement Term, under Sections 205 and 206 of the Federal Power Act, and to request the FERC to revise the terms and conditions and the rates or services specified in this Agreement, and hereby agree not to seek, nor support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of this Agreement through application or complaint to FERC or any other state or federal agency, board, court or tribunal, related in any manner as to whether such rates, terms or conditions are just and reasonable or in the public interest under the Federal Power Act, absent prior written agreement of the Parties. The Parties also agree that, absent prior agreement in writing by the Parties to a proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any provision of this Section is unenforceable or ineffective as to such Party), a non-party or the FERC acting *sua sponte* shall be the "public interest" application of the "just and reasonable" standard of review that requires FERC to find an "unequivocal public necessity" or "extraordinary circumstances where the public will be severely harmed" to modify a contract, as set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 at 550-51 (2008) and *NRG Power Marketing, LLC v. Maine Public Utilities Comm'n*, 558 U.S. 165 (2010).

Section 14.23 Future Phases. In the event that, after the Commercial Operation Date of the Facility, Seller or Affiliates of Seller develop additional phases of the Facility or additional projects that (i) share real estate or infrastructure with the Site and (ii) that interconnect through the Point of Interconnection, then Seller shall offer to Buyer a power purchase agreement and a purchase option for such additional phase or project. Buyer and Seller shall have ninety (90) days in which to negotiate diligently in good faith on the terms of an exclusivity agreement with respect to the purchase of energy from such additional phase or project. If Buyer and Seller cannot mutually agree on the terms of such exclusivity agreement after good faith diligent negotiation for a period of ninety (90) days, then Seller may sell the energy from such additional phase or project to a third party; *provided* that Seller may not offer terms with respect to such third party which are more favorable than the terms offered to Buyer. If Buyer and Seller mutually agree on the terms of an exclusivity agreement for the purchase of energy from such additional phase or project, then, for the period of time specified in the exclusivity period, Buyer and Seller shall negotiate diligently in good faith to reach agreement on the terms of a power purchase agreement and a purchase option with respect to such additional phase or project. If Buyer and Seller cannot mutually agree on terms of a power purchase agreement and a purchase option with respect to such additional phase or project after good faith diligent negotiation for the period of time specified in such exclusivity agreement, then Seller may sell the energy from such additional phase or project to a third party; *provided* that Seller may not offer terms with respect to the purchase of energy from such additional phase or project to such third party which are more favorable than the terms offered to Buyer.

Section 14.24 Taxpayer Identification Number (TIN). Seller declares that its authorized TIN is 36-4840280. No payment will be made under this Agreement without a valid TIN.

Section 14.25 Service Contract. The Parties intend that this Agreement will qualify as a “service contract” as such term is used in Section 7701(e) of the United States Internal Revenue Code of 1986.

Section 14.26 Dodd-Frank Wall-Street Reform and Consumer Protection Act. If and to the extent that this Agreement and the performance of the Parties’ obligations requires any reporting to the Commodity Futures Exchange Commission (together with any successor body, the “*CFTC*”) pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, Seller shall be responsible for all such reporting (and Seller shall bear all costs and expenses associated therewith) and shall be the reporting counterparty for purposes of applicable parts of the regulations of the CFTC promulgated under the Commodity Exchange Act. Buyer shall promptly provide information reasonably required by Seller for any such reporting and Seller shall be entitled to report and disclose information concerning all swaps transacted under this Agreement (including information regarding the economic terms and valuations of this Agreement) to any applicable Governmental Authority (or a third party swap data repository as required by a Governmental Authority), from time to time, to the extent required by any applicable laws, regulations, rules or orders of any Governmental Authority. Additionally, to the extent either Party needs additional information or details from the other Party in order to comply with any such applicable laws, regulations, rules or orders (including information concerning such other Party’s organization, corporate status, status under the CFTC’s regulations and/or unique entity identifier), such other Party shall promptly provide such additional information or

details to the first Party upon request therefor. Buyer shall promptly reimburse Seller for any costs, fines or penalties Seller incurs as a result of Buyer's failure to comply with this Section 14.26. Seller shall promptly reimburse Buyer for any costs Buyer incurs as a result of Seller's failure to comply with this Section 14.26 and the Commodity Exchange Act, except to the extent such costs are a result of any action or omission of Buyer.

Buyer and Seller were represented by legal counsel during the negotiation and execution of this Agreement and the Parties have executed this Agreement as of the dates set forth below, effective as of the Effective Date.

BUYER:


SOUTHERN CALIFORNIA PUBLIC
POWER AUTHORITY

By: _____
Its: _____

Date: _____
Attest: _____

SELLER:

DAGGETT SOLAR POWER 2 LLC

By: 
Craig Cornelius

Its: President

Date: June __, 2022

APPENDIX A-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

CONTRACT PRICE

1. Startup and Test Energy. The Contract Price per MWh for Startup and Test Energy (including associated Environmental Attributes and Capacity Rights) is equal to fifty percent (50%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2 below.
2. PV Delivered Energy. Commencing on the Commercial Operation Date, the Contract Price for PV Delivered Energy that is not Startup and Test Energy, Excess Energy or Excess Energy > 120% (including associated Environmental Attributes and Capacity Rights) is \$28.10 per MWh, as such price may be adjusted in accordance with the Agreement.
3. Excess Energy. The Contract Price per MWh for Excess Energy (including associated Environmental Attributes and Capacity Rights) is fifty percent (50%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2.
4. Excess Energy > 120%. The Contract Price per MWh for Excess Energy > 120% (including associated Environmental Attributes and Capacity Rights) is equal to twenty-five percent (25%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2 above.

APPENDIX B-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FACILITY, PERMITS AND OPERATOR

1. Name of Facility: Daggett Solar Power 2 Facility

Location: City of Daggett, San Bernardino County, California
2. Owner: Daggett Solar Power 2 LLC
3. Operator: Clearway Renewable Operation & Maintenance LLC
4. Equipment:
 - (a) Type of Facility: Solar Photovoltaic and Battery Energy Storage System
 - (b) PV Contract Capacity: 65 MWac
 - (c) BESS Contract Capacity: 132 MWh (33 MW per hour for four (4) hours)
 - (d) Capacity Factor: 36.6%*
5. Expected Commercial Operation Date: September 19, 2023

Guaranteed Commercial Operation Date (from Appendix I): December 20, 2023
6. Permits:
 - (a) CEQA Determination
 - (b) Building Permit
 - (c) Grading Permit
 - (d) Other permits, if any, required for the construction and operation of the Facility.

* The actual Capacity Factor may vary depending on weather and other meteorological conditions, final Facility design and other factors, although the Annual Contract Quantities in Appendix C and the Guaranteed Delivered Energy levels are fixed for all purposes of the Agreement.

**APPENDIX B-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

MAP OF THE FACILITY



**APPENDIX C
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

ANNUAL CONTRACT QUANTITY

Contract Year	Annual Contract Quantity, MWh	Guaranteed Delivered Energy (85% of Expected Annual Contract Quantity)
1	208,499	177,224
2	207,456	176,338
3	206,414	175,452
4	205,371	174,566
5	204,329	173,679
6	203,286	172,793
7	202,244	171,907
8	201,201	171,021
9	200,159	170,135
10	199,116	169,249
11	198,074	168,363
12	197,031	167,477
13	195,989	166,590
14	194,946	165,704
15	193,904	164,818
16	192,861	163,932
17	191,819	163,046
18	190,776	162,160
19	189,734	161,274
20	188,691	160,388

⁽¹⁾ The Annual Contract Quantity for the Initial Stub Year (“**Year 1 ACQ**”) shall be calculated based on the actual Commercial Operation Date of the Facility using the following formula:

$$\text{Year 1 ACQ} = 208,499 \text{ MWh} * \text{Annual Adjustment (as defined below)}$$

⁽²⁾ The Annual Contract Quantity for the Final Stub Year (“**Year 21 ACQ**”) shall be calculated based on the actual Commercial Operation Date of the Facility using the following formula:

$$\text{Year 21 ACQ} = 188,691 \text{ MWh} * \text{Annual Adjustment (as defined below)}$$

“**Annual Adjustment**” means the percentage, expressed as a decimal, of annual production for each of Initial Stub Year and Final Stub Year based on the actual Commercial Operation Date of the Facility and the Annual Production Breakdown table below.

Annual Production Breakdown

Month	Days in Month	Percent Annual Production in Month
January	31	5.51%
February	28	6.35%
March	31	8.78%
April	30	9.61%
May	31	10.86%
June	30	10.91%
July	31	10.33%
August	31	10.06%
September	30	9.07%
October	31	7.77%
November	30	5.82%
December	31	4.94%

**APPENDIX D
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

FORM OF ATTESTATION

_____ (Seller) _____ **Environmental Attribute Attestation and Bill of Sale**

_____ (“Seller”) hereby sells, transfers and delivers to Southern California Public Power Authority (“Buyer”) the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation from the Facility described below:

Facility name and location:

Fuel Type: _____ Capacity (MW): _____ Operational Date: _____
As applicable: CEC Reg. no. _____ Energy Admin. ID no. _____ Q.F. ID no. _____

<u>Dates</u>	<u>MWhs delivered</u>
_____ 20____	_____
_____ 20____	_____
_____ 20____	_____

in the amount of one Environmental Attribute or its equivalent for each MWh delivered.

Seller further attests, warrants and represents as follows:

- i) the information provided herein is true and correct;
- ii) its sale to Buyer is its one and only sale of the Environmental Attributes and associated Environmental Attribute Reporting Rights referenced herein;
- iii) the Facility generated and delivered to the grid the Energy in the amount indicated as undifferentiated Energy; and
- iv) Seller owns the Facility and each of the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the indicated Energy for delivery to the grid have been generated and sold by the Facility.

This serves as a bill of sale, transferring from Seller to Buyer all of Seller’s right, title and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the Energy for delivery to the grid.

Contact Person/telephone: _____

**APPENDIX E
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF LETTER OF CREDIT**

**IRREVOCABLE AND UNCONDITIONAL
STANDBY LETTER OF CREDIT NO. _____**

Applicant:

[_____]

Beneficiary:

Southern	California	Public	Power	Authority
1160		Nicole		Court
Glendale,		CA		91740

Amount:

Expiration

Date:

Expiration Place:

Ladies and Gentlemen:

We hereby issue our Irrevocable and Unconditional Standby Letter of Credit in favor of the beneficiary by order and for the account of the applicant which is available at sight for USD \$XX,XXX,XXX by sight payment upon presentation to us at our office at **[bank's address]**,¹ of: (i) your written demand for payment containing the text of Exhibit I, (ii) your signed statement containing the text of Exhibit II, and (iii) the original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings) (the "Documents"). Drawings may be presented via fax to _____. The original Letter of Credit and documents are to be sent via overnight courier to our address indicated above.

A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business, and payments can be effected via wire transfer (a "Business Day"). Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the

¹ Note to Issuer: The Letter of Credit must be payable in U.S. dollars within the continental U.S.

Available Amount shall be reduced by the amount of each such drawing.

Upon presentation to us of your Documents in conformity with the foregoing, we will, on the third (3rd) succeeding Business Day after such presentation, irrevocably and without reserve or condition except as otherwise stated herein, make payment hereunder in the amount set forth in the demand. Payment shall be made to your order in the account at the bank designated by you in the demand in immediately available funds. We agree that if, on the Expiration Date, the office specified above is not open for business by virtue of an interruption of the nature described in the Uniform Customs Article 36, this Letter of Credit will be duly honored if the specified Documents are presented by you within thirty (30) days after such office is reopened for business.

Provided that the presentation on this Letter of Credit is made on or prior to the Expiration Date and the applicable Documents as set forth above conform to the requirements of this Letter of Credit, payment hereunder shall be made regardless of: (a) any written or oral direction, request, notice or other communication now or hereafter received by us from the Applicant or any other person except you, including without limitation any communication regarding fraud, forgery, lack of authority or other defect not apparent on the face of the documents presented by you, but excluding solely a written order issued by a court, which order specifically orders us not to make such payment; (b) the solvency, existence or condition, financial or other, of the Applicant or any other person or property from whom or which we may be entitled to reimbursement for such payment; and (c) without limiting clause (b) above, whether we are in receipt of or expect to receive funds or other property as reimbursement in whole or in part for such payment.

We agree that the time set forth herein for payment of any demand(s) for payment is sufficient to enable us to examine such demand(s) and the related Document(s) referred to above with care so as to ascertain that on their face they appear to comply with the terms of this credit and that if such demand(s) and Document(s) on their face appear to so comply, failure to make any such payment within such time shall constitute dishonor of such demand(s).

This Letter of Credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Exhibit IV hereto signed by an authorized officer of Beneficiary, accompanied by this Letter of Credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the next Business Day.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the Expiration Date, or any future expiration date, unless at least thirty (30) calendar days prior to the Expiration Date (or any future expiration date), we send you notice by registered mail, return receipt requested or overnight courier at your address herein stated or such other address of which you notify us in advance in writing that we elect not to consider this Letter of Credit extended for any such additional period.

We may, in our sole discretion, increase or decrease the stated amount of this Letter of Credit, and the Expiration Date may be extended, by an amendment to this Letter of Credit in the form of Exhibit III signed by us. Any such amendment for decrease shall become effective only upon acceptance by your signature on a hard copy amendment.

You shall not be bound by any written or oral agreement of any type between us and the Applicant

or any other person relating to this credit, whether now or hereafter existing.

We hereby engage with you that your demand(s) for payment in conformity with the terms of this Letter of Credit will be duly honored as set forth above. All fees and other costs associated with the issuance of and any drawing(s) against this Letter of Credit shall be for the account of the Applicant. All of the rights of the Beneficiary set forth above shall inure to the benefit of your successors by operation of law. In this connection, in the event of a drawing made by a party other than the Beneficiary, such drawing must be accompanied by the following signed certification and copy of document proving such successorship:

“The undersigned does hereby certify that [drawer] is the successor by operation of law to the Southern California Public Power Authority, a beneficiary named in [name of bank] Letter of Credit No. _____.”

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the “Uniform Customs and Practices for Documentary Credits,” (2007 Revision) of the International Chamber of Commerce Publication No. 600 (the “Uniform Customs”). As to matters not governed by the Uniform Customs, this Letter of Credit shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising out of, or relating to this Letter of Credit, shall be brought in a State or Federal court in the County of [_____] in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Exhibit I, II, III and IV hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at the address referred to above, and shall specifically refer to this Letter of Credit no. ____.

Yours faithfully,

(name of issuing bank)

By _____
Title _____

EXHIBIT I

DEMAND FOR PAYMENT

Re: Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

To Whom It May Concern:

Demand is hereby made upon you for payment to us of \$ _____ by deposit to our account no. _____ at [insert name of bank]. This demand is made under, and is subject to and governed by, your Irrevocable and Unconditional Standby Letter of Credit no. _____ dated _____, 20__ in the amount of \$ _____ established by you in our favor for the account of _____ as the Applicant.

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____

Title _____

EXHIBIT II
STATEMENT

Re: Your Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

To Whom It May Concern:

Reference is made to your Irrevocable and Unconditional Standby Letter of Credit no. _____, dated _____, 20__ in the amount of \$ _____ established by you in our favor for the account of _____, as the Applicant.

We hereby certify to you that \$ _____ is due, owing and unpaid to us by the Applicant in that certain [DESCRIBE AGREEMENT].

DATED: _____, 20__.

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By _____

Title _____

EXHIBIT III

AMENDMENT

Re: Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

Beneficiary:

Applicant:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740

To Whom It May Concern:

The above referenced Irrevocable and Unconditional Standby Letter of Credit is hereby amended as follows: by increasing / decreasing / leaving unchanged (strike two) the stated amount by \$ _____ to a new stated amount of \$ _____ or by extending the Expiration Date to _____ from _____. All other terms and conditions of the Letter of Credit remain unchanged.

An amendment is effective only when accepted by the Southern California Public Power Authority, below.

Dated: _____

Yours faithfully,

(name of issuing bank)

By _____
Title _____

ACCEPTED

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By _____
Title _____
Date _____

EXHIBIT IV
SURRENDER

Re: Your Irrevocable and Unconditional Standby Letter of Credit

No. _____ Dated _____, 20__

[Insert Bank Address]

Notice of Surrender of Letter of Credit

Date: _____

Attention: Letter of Credit Department

Ladies and Gentlemen:

We refer to your above-mentioned Irrevocable and Unconditional Standby Letter of Credit (the “Letter of Credit”). The undersigned, an authorized signer of the Southern California Public Power Authority, hereby surrenders this Letter of Credit to you for cancellation as of the date set forth above. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY

By_____

Title_____

**APPENDIX F
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
INSURANCE**

I. GENERAL REQUIREMENTS

Within thirty (30) days after the Effective Date, Seller shall furnish Buyer evidence of commercial automobile liability, commercial general liability, excess liability, and workers' compensation coverage meeting the requirements set forth in this Appendix F from insurers acceptable to Buyer and in a form acceptable to the risk management section of the project manager for Buyer or acceptable to Buyer's agent for this purpose. Such insurance shall be maintained by Seller at Seller's sole cost and expense. Prior to the date on which each of Builders' Risk, Property All Risk and Professional Liability insurance is required to be obtained, Seller shall furnish Buyer evidence of coverage meeting the requirements of this Appendix F.

Such insurance shall not limit or qualify the liabilities and obligations of Seller assumed under this Agreement. Buyer shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by Buyer which may be applicable shall be deemed to be excess insurance and Seller's insurance is primary for purposes under this Agreement despite any conflicting provision in Seller's policies to the contrary.

Such insurance shall not be canceled without Seller first giving thirty (30) days' prior notice thereof (ten (10) days for non-payment of premium) to Executive Director, Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

Should any portion of the required insurance be on a "Claims Made" policy, Seller shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

II. SPECIFIC COVERAGES REQUIRED

A. Commercial Automobile Liability

Seller shall provide Commercial Automobile Liability insurance which shall include coverages for liability arising out of the use of owned (if applicable), non-owned, and hired vehicles for performance of the work by Seller or its officers, agents, or employees, as required, to be licensed under the California or any other applicable state vehicle code. The Commercial Automobile Liability insurance shall have not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and shall apply to all operations of Seller.

The Commercial Automobile Liability policy shall include Buyer, its members, and their officers, agents, and employees while acting within the scope of their employment, as additional insureds with Seller, and shall insure against liability for death, bodily injury, or property damage resulting from the performance of this Agreement by Seller or its officers, agents, or employees. The evidence of insurance shall be a form acceptable to Buyer's risk management agent.

B. Commercial General Liability

Seller shall provide Commercial General Liability insurance that includes coverage for Bodily Injury, Contractual Liability, Independent Contractors, Property Damage, Premises and Operations, Products and Completed Operations, and Personal & Advertising Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Seller, but not less than Ten Million Dollars (\$10,000,000.00) per occurrence and in the aggregate. . Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be a form acceptable to Buyer's risk management agent, and shall provide for the following:

1. Include Buyer and its officers, agents, and employees as additional insureds with the Named Insured for the activities and operations of Seller and its officers, agents, or employees under this Agreement.
2. Severability-of-Interest or Cross-Liability Clause.
3. A description of the coverages included under the policy.

C. Excess Liability

Seller may use an Umbrella or Excess Liability Coverage to meet coverage limits specified in this Agreement. Seller shall require the carrier for Excess Liability to properly schedule and to identify the underlying policies to the policy acceptable to Buyer's risk management agent. Such policy shall include, as appropriate, coverage for Commercial General Liability, Commercial Automobile Liability, Employer's Liability, or other applicable insurance coverages on a follow form basis.

D. Workers' Compensation/Employer's Liability Insurance

Seller shall provide Workers' Compensation insurance covering all of Seller's employees in accordance with the laws of any state in which the work is to be performed and including Employer's Liability insurance and a Waiver of Subrogation in favor of Buyer. The limit for Employer's Liability coverage shall be not less than One Million Dollars (\$1,000,000.00) each accident and shall be a separate policy if not included with Workers' Compensation coverage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such insurance shall be a form of Buyer Special Endorsement of insurance or on an endorsement to the policy acceptable to Buyer's risk management agent. Workers' Compensation/Employer's Liability exposure may be self-insured *provided* that Buyer is furnished with a copy of the certificate issued by the state authorizing Seller to self-insure. Seller shall notify Buyer's Risk Management Section by receipted delivery as soon as possible of the state withdrawing authority to self-insure.

E. Builders' Risk

Prior to commencing Site construction activities, Seller, or Seller's EPC Contractor, shall provide Builder's Risk insurance, which shall be of the "all risk" type, shall be written in completed value form, and shall protect Seller, the Southern California Public Power Authority, the Board of Directors, and Buyer's members against risks of damage to buildings, structures, and materials and equipment that constitute part of the Facility, whether on site or in transit from any location worldwide. Outside of the United States, this transit insurance requirement may be satisfied by the purchase of a global marine specific policy, if applicable. The amount of such insurance shall be not less than the insurable value of the work at completion except for sublimits that are prudent with industry practice Buyer shall be a named additional insured on the policy as their interest may appear. The Builder's Risk insurance shall provide for losses to be payable to Seller and the aforementioned additional insured, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Seller and the aforementioned named additional insured. The Builders' Risk policy shall insure against all risks of direct physical loss or damage to property from any cause including testing, ensuing loss, commissioning, and, to the extent available in the insurance market on generally commercially reasonable terms, earthquake and flood, *provided*, that should Seller determine that either coverage is not available on generally commercially reasonable terms as aforesaid, Seller shall notify Buyer not less than thirty (30) days in advance of the date when such coverage will not, or will no longer, be available together with a description of Seller's efforts to obtain such coverage and an explanation of the basis for Seller's determination in reasonable detail. The policy shall be in full force and effect until the earlier of: (1) the Commercial Operation Date or the substantial completion of the Facility, whichever date is the later, or (2) the effective date of the Property All Risk Insurance referenced below.

F. Property All Risk Insurance

Seller shall procure and maintain or cause to be procured and maintained an All Risk Physical Damage policy to insure the full replacement value of the property located at Facility as described in this Agreement and with sublimits prudent with industry practice and commercial availability. The policy shall include coverage for expediting expense, extra expense, Business Interruption, ensuing loss from faulty workmanship, faulty materials, or faulty design (LEG 2). This policy shall be obtained and placed in full force and effect prior to the expiration of the Builder's Risk Policy. This policy shall have the same insureds, and all losses shall be payable in the same manner, as provided for the Builders' Risk Policy in Paragraph II.E.

G. Professional Liability

Prior to the commencement of work by Seller's EPC Contractor under Seller's engineering, procurement and construction contract for the Facility, and subject to the following paragraph, Seller shall provide (or cause its EPC Contractor to provide) Professional Liability insurance with contractual liability coverage included covering Seller's (or such EPC Contractor's, as applicable) liability arising from errors and omissions made directly or indirectly during the execution of this Agreement (or the engineering, procurement and construction contract, as applicable) and shall provide coverage for the total limits actually arranged by Seller, but not less than \$1,000,000.00, each claim. Such policy shall be maintained for not less than three (3) years after the Commercial Operation Date under this Agreement.

The Parties agree to confer in good faith prior to the hiring of Seller's EPC Contractor (i) to determine whether the preceding requirement for Professional Liability insurance is reasonably necessary to be included in this Agreement to protect Buyer or the Buyer's Members consistent with Prudent Utility Practices and (ii) to modify (or eliminate) such requirement as mutually agreed to be appropriate based on the foregoing standard in clause (i).

**APPENDIX G
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
QUALITY ASSURANCE PROGRAM**

Seller shall implement a Quality Assurance (“Q/A”) Program to ensure that the performance of the Facility fulfills the Requirements. The Q/A Program shall provide assurance that the Facility will comply with the Requirements and the manufacturers’ or suppliers’ requirements for successful operation of the Facility.

Quality at Seller

Seller believes that quality is the unit of measure for assessing fulfillment of project goals. A quality project meets or exceeds the contract requirements and accepted standards of professional and industry practice. Furthermore, high quality projects are those that address client and societal needs more successfully than “low” quality projects. While this may seem like a straightforward definition, the process to ensure quality is much more involved and includes quality management, quality planning, quality control, quality assurance, a quality system, and total quality management.

“Quality assurance” refers to a process that reduces the potential for error throughout the phases of a project. On projects with a Q/A Program, the chances of producing a poor quality deliverable are substantially reduced. Quality control procedures are an integral part of quality assurance. Historically, industry has used the term “quality control” to indicate a checking procedure for verifying the quality of deliverables. This checking commonly occurs at the end of the process, long after an error may have been made and compounded by subsequent work. While quality control checks at the end of a project are an essential exercise, scheduled periodic reviews at each phase of project conceptual and final design are integral to the Seller’s Q/A Program. In addition, quality maintenance which meets or exceeds manufacturers’ or suppliers’ requirements and best industry practices must be an integral part of Seller’s Q/A Program.

The Quality Management Process

The surest way to achieve satisfactory quality is to adhere to a proven quality process. The term “quality” most accurately refers to a project’s ability to satisfy needs when considered as a whole and each part of the process meets or exceeds the standards of Prudent Utility Practices.

Seller’s project management team is responsible for proactively planning and directing the quality of the work process, services, and deliverables. Seller’s project management team targets the following areas to monitor quality:

- 1) A written Quality Plan.
- 2) Independent engineering review of the entire project process, from design review through Commercial Operation.
- 3) A written maintenance manual for the Facility for the duration of the commercial operation that complies with the maintenance manuals of the manufacturers and suppliers from whom Seller has purchased equipment and/or material and best industry practices.

Quality Plan

The idea of a Quality Plan is to incorporate quality assurance in all areas of project execution. Seller has found that quality needs to be institutionalized into the project process, not only in the budgeting process, but everywhere. For example, specific tasks and duties need to be allocated to specific individuals; roles and interface points need to be clearly defined; individual assignments need to be realistic; special attention needs to be paid to complex areas within projects; schedules need to be realistic and achievable; and lastly the work culture needs to be enjoyable and open so that employees are empowered to react quickly to symptoms of quality problems before they actually manifest.

The Seller's quality program shall be documented in a Quality Plan (the "Quality Plan"). The form and the format of the Quality Plan shall be developed by Seller, but must comply with Prudent Utility Practices and follow manufacturers' and suppliers' recommendations without deviation. The content of the Quality Plan shall provide written descriptions of policies, procedures and methodology to accomplish a quality project. Seller shall submit three (3) copies of the Quality Plan within ninety (90) days after the Effective Date to Buyer or Buyer's Authorized Representative. The Quality Plan shall be kept current by Seller throughout the term of this Agreement through the submittal of revisions, as appropriate, by Seller to Buyer or Buyer's Authorized Representative.

The Quality Plan shall describe the authority and the responsibility of the Persons in charge of the Q/A Program and inspection activities. Furthermore, it shall provide the plan and strategy for quality control and review during the construction period. The Quality Plan shall strive, at a minimum, to define control procedures or methods to assure the following:

- (a) The design documents, drawings, specifications, Q/A procedures, records, inspection procedures and purchase documents are maintained to be current, accurate and in compliance with all applicable law.
- (b) The purchased materials, equipment and services comply with the Requirements.
- (c) The materials received at the site are inspected for compliance with specifications.
- (d) The subcontracted work is adequately inspected by third parties as necessary.
- (e) Proper methods are employed for the qualification of personnel who are performing work for the construction of the Facility.

- (f) Proper documentation, control and disposition of nonconforming equipment and materials is maintained.
- (g) Proper records are kept and available following project completion to ensure accurate documentation of as-built conditions.
- (h) Detailed and complete plan for maintenance and operation during commercial operations consistent with manufacturers' and suppliers' recommendations and best industry practices.

Conceptual Design Review

Seller has a team of professionals who develop and review conceptual design. The team consists of specialists in land-use and planning, permitting, meteorology, engineering, construction, project management, and finance. A preliminary site plan is developed in order to assess the solar resource, project constructability, site access, cultural and biological impact, land use restrictions, and landowner requirements. At this stage, the site plan is reviewed, modified as necessary, and used to begin the permitting and public review process. The site plan may be further modified based on comments received during the permitting and public review process. Subsequent to this phase, final third party engineering will commence.

Final Engineering Design

Third party engineering firms, licensed to practice in the state in which the project is to be constructed, will commence the detailed design necessary for the permitting and construction of the Facility. Seller and a third party independent engineer will review the final work products to ensure conformance with this Agreement. When Seller and third party independent engineer have completed a review process, and all substantial comments have been addressed, the design is considered final.

Quality Assurance at the Construction Site

Seller will employ a contractor to construct the project. The contractor will be required to have a quality assurance program implemented by its own staff, and utilizing third party inspectors as necessary. The primary areas of focus are assuring conformance of construction to design drawings, conformance of materials to specifications, and to ensure prudent industry standards and best practices are being utilized. The contractor will be required to provide third party inspection and testing as necessary. The contractor will also be required to maintain a set of drawings during the course of construction, which will be used to document any changes to the design documents. Proposed project changes would be reviewed and approved in the field by Seller's construction management team prior to implementation.

The contractor will provide the required oversight and training of its installation crew to ensure the construction of the Facility meets its quality guidelines. As necessary, equipment suppliers may have technical advisors on site to inspect, advise, and sign off on installation means and methods. In addition, Seller will have its own construction management team on site consisting of a construction manager and quality inspectors who will observe performance of all areas of the work and ensure compliance with design documents and Q/A procedures. The contractor and

appropriate equipment suppliers will commission the Facility per prudent industry standards, equipment specifications, and utility requirements. Prior to construction completion, a punchlist will be developed by the contractor, Seller, Seller's representatives, and third party independent engineer. This punchlist is maintained by the contractor, and is signed off by Seller upon completion of all punchlist items. Lastly, the independent engineer may perform periodic audits during construction to oversee critical items, confirm construction progress, and provide independent reporting and assessments to the project stakeholders.

Following completion of the project, the contractor will be required to provide to Seller as-built design drawings, record of all testing documentation, and final permit approvals. This documentation will be maintained at the project site during operations of the Facility.

Quality Assurance During Commercial Operations

Seller shall supply a Quality Assurance Plan for Buyer's review no less than sixty (60) days prior to the anticipated Commercial Operation Date. Upon receipt of Quality Assurance Plan, Buyer shall provide written comment within ten (10) Business Days. Seller shall reasonably address substantial comments.

**EXHIBIT A
TO
QUALITY ASSURANCE PROGRAM**

QUALITY PLAN TEMPLATE

PROJECT NAME:	
PROJECT MANAGER:	DATE:
<p>QUALITY MANAGEMENT APPROACH:</p> <p>The Project Management Team is fully committed through all Project engineering, construction and commissioning phases, to the Quality Management System. The focus is on the project's deliverable and the standards and criteria being used will ensure the project meets established quality standards and stakeholder satisfaction. The project team will work with the EPC's Quality Group to define and document all organizational and project specific quality standards for the project. All quality documentation will become part of the Project Plan and will be transitioned to O&M upon the completion of the project.</p>	
<p>QUALITY REQUIREMENTS/STANDARDS:</p> <ul style="list-style-type: none">• To ensure those human resources working on the Project are suitably qualified, given clear definition of their working responsibilities and provided with the necessary work instructions and procedures. To identify any specific training needs where necessary to project resources;• To ensure that all Contractor, Sub-contractor and Vendor designs of manufactured items or components and respective services comply with the same quality policy and objectives set out in the Site Quality Management Plan;• To establish and maintain systems in place for preventive action and continual improvement, such as checking, reviewing and auditing of activities to ensure that specified requirements are met both during and after installation. Particular attention shall be given to system interfaces and areas that will be subject to difficult, complex and program sensitive from the point of rectification, to minimize cost and schedule effect should a quality problem evolve;• To establish, document, implement and maintain an effective and efficient Project Quality Management System with a focus on prevention rather than cure;• To ensure that actions are taken without undue delay to eliminate detected nonconformities and their causes;• To continually improve the effectiveness of the Project Quality Management System through the use of the project quality policy, quality objectives, audit results, analysis of data, corrective and preventive action and management review to ensure "getting it right first time, every time"; To comply with the respective legislative requirements, codes, standards and specifications.	

QUALITY ASSURANCE: The Project Manager will schedule regularly occurring process, management, and document reviews. In these reviews, an agenda item will include a review of project processes, any discrepancies and/or audit findings from the quality manager, and a discussion on process improvement initiatives. Quality assurance reviews, findings, and assessments will result in some form of process improvement and, as a result, project improvement. All process improvement efforts will be documented, implemented, and communicated to stakeholders as changes are made. Project Sheet Set drawings including the detailed Field Assembly instructions shall be studied by foreman and workers alike in an effort to ensure complete understanding of both the specifications and work practices needed to comply prior to first article installation. The craft foreman holds the responsibility for first article inspections and release of workers under his/ her supervision to continue and ensure subsequent units are completed to specification. After release the craft foreman shall perform periodic inspections through walk downs to ensure units remain installed to spec and sequence, and shall repeat training where necessary upon observation of deviations. The quality assurance process provides a project commitment to a world class performance in Quality issues to all personnel, contractors, vendors and sites involved in project. Determination of policy compliance shall be verified on the basis of objectives evidence, through concise contractual strategy that include carefully developed engineering and quality requirements, and by good coordination and communications, supported by vigilance in review, audit and surveillance of the scope of the project.

QUALITY CONTROL: The Clearway Construction Quality group shall develop, implement, and maintain the completed installation process of Product Electrical and Civil/Mechanical Quality Control Plans. These plans shall include details of the end-to-end critical-to-quality (CTQ) checkpoints, specific characteristics to inspect, how to inspect them, sampling rates and accept/ reject quantities. The Installing Contractor shall be responsible for performing Level 1 audits to ensure compliance to specifications post installation using the checks and sampling rates as defined on the applicable Control Plan. The General Contractor shall be responsible for performing Level 2 audits to ensure the installing contractors have complied with specifications at reduced sampling rates as defined on the applicable Control Plan. Where a GC is self-performing the installation, the Level 1 and 2 audits shall be executed by different individuals. Clearway Construction Quality shall perform Level 3 audits to ensure contractors have complied with the specifications at further reduced sampling rates as defined on the applicable control plans.

- Quality Surveillance is a critical activity to ensure standard attributes are met during the installation process. All contractors and CEG employees are expected to cooperate and collaborate through Quality Surveillance to reach the common goals of the project.
- Surveying agents are expected to use Control Plans, standard work Instructions, project sheet sets, or any known information to validate the works are being completed per the source of truth and to effectively ensure the works are being completed to print, both in process and finished product attributes. Surveying agents shall not be prohibited from examining the works as needed. Surveying agents are additionally expected to cooperate with the contractors performing the works such that the work plan is not impeded in any substantial way.
- Quality Surveillance is viewed as a collective responsibility to be carried out by all individuals working on the project.

QUALITY CONTROL MEASUREMENTS:

Each inspecting entity is not limited to the content of the control plans themselves. The Issue for Construction plan set and subsequent RFI's shall be used in the determination. In certain cases records shall be kept detailing which specific items were inspected along with measurements to inform if the finished attributes meet the defined attributes. The intent is to capture specific items audited such that subsequent inspections can perform sampling on both previously included, as well as omitted items. Note: it is the contractor's responsibility to formulate record forms needed for this task. These records can be in word document, excel, or annotated site drawing format. It is a requirement to review the planned method of recording with the Site Quality Manager to ensure adequacy. Said record forms shall be turned over along with the applicable control plan, which should indicate pass/fail of the respective item to the Clearway Construction Manager. Where deviations are observed in excess of the defined reject quantities the inspection shall cease, and be cause for increased sampling and correction by the contractor, and then the audit re-performed. This sampling shall be determined on a case by case basis with cooperation from the contractor, the General Contractor and Clearway Quality in the determination. Where defects are observed that do not exceed the defined reject quantities, each identified defect shall be documented using the Quality Incident Report Log sheet, and corrected prior to turn over for the subsequent audits. This methodology is applicable to each Level of the Quality Control Inspection process.

APPROVED BY PROJECT MANAGER:

Name	Signature	Date

OTHER COMPONENTS:

QUALITY PLAN TEMPLATE INSTRUCTIONS

PROJECT NAME - PROJECT MANAGER - DATE: Fill in the requested information.

QUALITY MANAGEMENT APPROACH:

- ☐ Who will be handling quality management issues?
- ☐ Will the project conform to established quality standards?
- ☐ How will quality requirements be enforced?
- ☐ How will quality performance be measured and reported?

QUALITY REQUIREMENTS/STANDARDS:

- ☐ How does the project team identify appropriate quality standards?
- ☐ How does the project team document quality standards?
- ☐ How will the project team be able to demonstrate compliance with quality standards?
- ☐ Does the quality plan include quality standards for both *products* and *work processes*?

QUALITY ASSURANCE:

- ☐ Who will be auditing quality processes while work is being performed?
- ☐ What basic approach will the auditor use to assess quality performance?
- ☐ What is the quality assessment schedule?
- ☐ How will audit results be directed toward process and product improvement?

QUALITY CONTROL:

- ☐ Who will assess overall project quality performance and product quality?
- ☐ How will quality activities be monitored and recorded, and how will those records be used to evaluate quality performance?
- ☐ How will final product quality be evaluated?
- ☐ What measurements and standards should be used for quality control activities?
- ☐ What process will be used for recommending necessary changes?

QUALITY CONTROL MEASUREMENTS:

- ☐ What quality metrics will be used over the life of the project?
- ☐ How will quality measurements be recorded and maintained?
- ☐ How will metric standards and tolerances be established?
- ☐ If measurements do not fall within its corresponding tolerance range, what action will be taken?
- ☐ If multiple responses to a failed quality metric are plausible, how will an action be chosen?

APPROVED BY PROJECT MANAGER: Name, signature and date of Project Manager.

OTHER COMPONENTS: This checklist contains other documents that *must be completed and approved* before this Plan is considered complete. Exceptions must be approved by the Director of Construction.

**APPENDIX H
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

[RESERVED]

**APPENDIX I
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

MILESTONE SCHEDULE

Pre-Commercial Operation Date				
No.	<u>Guaranteed Date</u>	<u>Milestone Description</u>	<u>Daily Liquidated Damages/Mitigation Plan</u>	<u>Security Deposit at Milestone Achievement</u>
1.	10 days following Effective Date	Provision of development security	Contractual provision without specific daily damages	\$100/kW
2.	Guaranteed Commercial Operation Date	Post-Commercial Operation Date security	Contractual provision without specific daily damages	\$150/kW
3.	Complete	Execute Site Control Agreements	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
4.	Complete	Execute Interconnection Agreement	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
5.	9 months prior to Guaranteed Commercial Operation Date	Execute Facility Financing documents	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
6.	9 months prior to Guaranteed Commercial Operation Date	Construction Start Milestone: Begin construction of the Facility.	\$52,750.00/day for up to 180 days of delay (up to amount of Facility development security)	
7.	December 20, 2023	Guaranteed Commercial Operation Date	\$80,000.00/day for up to 180 days of delay (up to amount of Facility development security)	
Post-Commercial Operation Date				
8.	Within 6 months after COD	Proof of CEC Certification	Contractual provision without specific daily damages	
9.	On-going	Verification of WREGIS Registration (pre-COD, Seller must provide sufficient evidence to Buyer that	Contractual provision without specific daily damages	

		<p>it has prepared and registered all required documents and have taken all necessary steps for final WREGIS approval, including the Notice of Substantial Completion or COD notice to WREGIS, as appropriate. Post-COD, Seller must provide sufficient evidence to Buyer that substantial completion of the Facility is verified, and it has provided WREGIS with the notice of COD and are only waiting for WREGIS to approve the unit so that RECs can be created.</p>		
10.	Monthly on-going	<p>Seller to provide monthly reports of expected generation and indicators of when there may be a Shortfall.</p>	Contractual provision without specific daily damages	
11.	Monthly on-going	<p>Seller to provide monthly reports of past generation performance that include but are not limited to: Facility performance summary with month/year to date Facility performance on MWh, capacity factor, comparison of actual vs. expected, availability, wind speed/average illumination; operational summary including weather for the month, reasons for downtime, scheduled maintenance and repairs, curtailment events; safety and environmental summary.</p>	Contractual provision without specific daily damages	

**APPENDIX J
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**AUTHORIZED REPRESENTATIVES;
BUYER AND SELLER BILLING, NOTIFICATION AND
SCHEDULING CONTACT INFORMATION**

1. **Authorized Representative.** The initial Authorized Representatives of Buyer and Seller pursuant to Section 14.1 are as follows:

1.1 Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projects@scppa.org

1.2 Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

With a copy to:

5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Phone: 760-710-2187
Email: legalnotices@clearwayenergy.com

2. **Billings.** Billings and payments pursuant to ARTICLE XI and Appendix A-1 shall be transmitted to the following addresses:

2.1 If Billing to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Accounts Payable
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projectinvoices@scppa.org (with a copy to projects@scppa.org)

2.2 If Payment to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Finance and Accounting
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projectinvoices@scppa.org

2.3 If Payment or Billing to Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

3. **Notices.** Unless otherwise specified by Buyer all notices (other than Scheduling notices, curtailment notices, and Deemed Generated Energy notices):

If to Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Attention: Executive Director
Telephone: 626-793-9364
Facsimile: 626-793-9461
Email: projects@scppa.org

And with a copy to:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626 793 9364
Attention: Randy Krager, rkrager@scppa.org
Email: projects@scppa.org

If to Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

With a copy to:

5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Phone: 760-710-2187
Email: legalnotices@clearwayenergy.com

**APPENDIX K-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**BESS PERFORMANCE GUARANTEES; ANNUAL PV SYSTEM AVAILABILITY
GUARANTEE**

A. BESS Performance Guarantees

- a. Round Trip Efficiency Performance Guarantee shall be the efficiency rate listed in the table below for the applicable Contract Year:

Contract Year	Efficiency Rate
1	86.8%
2	86.7%
3	86.5%
4	86.3%
5	86.1%
6	86.0%
7	85.8%
8	85.6%
9	85.5%
10	85.3%
11	85.1%
12	84.9%
13	84.8%
14	84.6%
15	84.4%
16	84.3%
17	84.1%
18	83.9%
19	83.8%
20	83.6%

The “*Minimum Round Trip Efficiency Performance Guarantee*” shall be 90% of the Round Trip Efficiency Performance Guarantee.

- b. ***“Guaranteed Dischargeable Energy”*** shall be 132 MWh as measured in accordance with Sections B and C below. The ***“Minimum Dischargeable Energy Performance Guarantee”*** shall be 90% of Guaranteed Dischargeable Energy.
- c. Monthly BESS Availability Guarantee shall be 98%.

B. Storage Capacity Tests

The following methods shall be used to track, measure and verify the applicable metrics for determining Seller’s satisfaction of the BESS Performance Guarantees:

Following the Commercial Operation Date, once each Contract Year Seller will perform a Storage Capacity Test and will give Buyer ten (10) Business Days prior notice of such test. At least twice per Contract Year, Buyer shall have the right to require Seller to schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a test or retest of the Storage Capacity Test at any time upon no less than five (5) Business Days prior written notice to Seller if Buyer provides data with such notice reasonably indicating that the Dischargeable Energy has varied materially from the results of the most recent Storage Capacity Test. Seller shall have the right to run a retest of any Storage Capacity Test upon five (5) Business Days’ prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Utility Practices).

No later than five (5) days following any Storage Capacity Test, Seller shall submit a testing report detailing results and findings of the test. The report shall include BESS Energy Meter readings and plant log sheets verifying the operating conditions and output of the BESS. In accordance with Section 9.6 of the Agreement and Appendix K-3, the actual Round Trip Efficiency and Dischargeable Energy determined pursuant to a Storage Capacity Test shall become the new Round Trip Efficiency and Dischargeable Energy at the beginning of the day following the completion of the test for calculating the BESS Capacity Price and all other purposes under this Agreement.

C. BESS Performance Guarantee Calculations

For purposes of this Appendix K-1, the following terms shall have the respective meanings ascribed to them:

- ***“Energy In”*** has the meaning set forth in Part II.B of Appendix K-3.
- ***“Energy Out”*** has the meaning set forth in Part II.B of Appendix K-3.
- ***“Cycle”*** means a single cycle of operation of the BESS during which the BESS is fully charged and discharged, as tracked by the BMS.
- ***“UNAVAILHRS_m”*** means the total number of hours in a given month during which the BESS was unavailable (as such unavailability is prorated for any BESS Contract Capacity that is available to charge and discharge Energy at any given time) for any reason other than the occurrence of any BESS Excused Condition. To be clear, hours of

unavailability caused by any BESS Excused Condition will not be included in $UNAVAILHRS_m$ for such month. Any other event that results in unavailability of the BESS for less than a full hour will count as an equivalent percentage of the applicable hour(s) for this calculation.

(i) Dischargeable Energy (DE):

The total amount of Energy Out during each of the first four (4) hours of discharge, measured at the BESS Energy Meter pursuant to a Storage Capacity Test in accordance with Appendix K-3, shall be the new Dischargeable Energy (“**DE_y**”) and shall be compared to the Guaranteed Dischargeable Energy (“**GDE_y**”) until updated pursuant to a subsequent Storage Capacity Test.

(ii) Round Trip Efficiency:

The total amount of Energy Out divided by the total amount of Energy In, measured at the BESS Energy Meter pursuant to a Storage Capacity Test in accordance with Appendix K-3, exclusive of electrical losses to the Point of Delivery and separately metered station use associated with battery cooling and other thermal management equipment, and expressed as a percentage, shall be the new Round Trip Efficiency (“**RTE_y**”) and shall be compared to the Round Trip Efficiency Performance Guarantee for the applicable Contract Year (“**RTE Performance Guarantee_y**”), until updated pursuant to a subsequent Storage Capacity Test.

(iii) Monthly BESS Availability:

Calculated on a monthly basis for month k and compared to a fixed constant:

$$\text{Monthly BESS Availability} = \frac{TH_{k,y} - UNAVAILHRS_{k,y}}{TH_{k,y}} \geq \text{Monthly BESS Availability Guarantee}$$

where $UNAVAILHRS_{k,y}$ represents the $UNAVAILHRS_m$ for the k^{th} month of the y^{th} contract year and $TH_{k,y}$ represents the total number of hours in the same corresponding month.

C. Annual PV System Availability Guarantee

No later than 60 days after each Contract Year, Seller shall deliver to Buyer a calculation showing Seller’s computation of the Annual PV System Availability of the PV System for the previous Contract Year.

“Annual PV System Availability” or **“PVSA_y”** means a percentage calculated as (a) 100, multiplied by (b) the result of (i) the sum of all Available Hours for all inverters electrically connected to and capable of delivering energy through the interconnection facilities at the beginning of the relevant Contract Year, divided by (ii) the sum of all Period Hours in the relevant Contract Year for all PV System inverters at the beginning of the Contract Year.

“Annual PV System Availability Requirement” or **“PVSA_{Ry}”** means for the first full Contract Year and each Contract Year thereafter, 80%.

“Available Hours” mean (a) the number of Period Hours in which a PV System inverter was electrically interconnected to the interconnection facilities, plus (b) the number of hours during any BESS Excused Condition. Available Hours are counted by an inverter’s programmable logic controller.

“Period Hours” mean the sum total of all daylight hours for the applicable Contract Year.

**APPENDIX K-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**REMEDY CALCULATIONS FOR FAILURE OF BESS PERFORMANCE
GUARANTEES AND ANNUAL PV SYSTEM AVAILABILITY GUARANTEE**

- A. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Dischargeable Energy Performance Guarantee, the “***Dischargeable Energy Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{DE_y}{GDE_y}$$

- B. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Round Trip Efficiency Performance Guarantee, the “***Round Trip Efficiency Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{RTE_y}{RTE \text{ Performance Guarantee}_y}$$

- C. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Annual PV System Availability Guarantee, the “***Annual PV System Availability Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{PVSA_y}{PVSAR_y}$$

**APPENDIX K-3
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

STORAGE CAPACITY TEST PROCEDURES

PART I. GENERAL.

Each Storage Capacity Test shall be conducted in accordance with Prudent Utility Practices and the provisions of this Appendix K-3. For ease of reference, a Storage Capacity Test is sometimes referred to in this Appendix K-3 as a “**SCT**”. Buyer or its representative may be present for the SCT and may, for informational purposes only, use its own metering equipment (at Buyer’s sole cost).

PART II. REQUIREMENTS APPLICABLE TO ALL STORAGE CAPACITY TESTS.

A. Purpose of Test. Each SCT shall:

- (1) Determine the amount of Energy required to fully charge the BESS;
- (2) Determine the BESS charge ramp rate;
- (3) Determine the BESS discharge ramp rate;
- (4) Determine an updated Dischargeable Energy;
- (5) Determine an updated Round Trip Efficiency.

B. Test Elements. Each SCT shall include the following test elements:

- The measurement of charging energy exclusive of station use and electrical losses, as measured by the BESS Energy Meter or other mutually agreed meter, that is required to charge the BESS up to the Maximum Stored Energy Level (as defined in Appendix Q) Level not to exceed the BESS Contract Capacity (MWh) (“**Energy In**”);
- The measurement of discharging energy exclusive of station use and electrical losses, as measured by the BESS Energy Meter or other mutually agreed meter, that is discharged from the BESS to the Point of Delivery until the Stored Energy Level reaches zero MWh as indicated by the battery management system (“**Energy Out**”);

- Electrical output at Maximum Discharging Capacity (as defined in Appendix Q) at the BESS Energy Meter (MW);
 - Electrical input at Maximum Charging Capacity (as defined in Appendix Q) at the BESS Energy Meter (MW);
 - Amount of time between the BESS's electrical output going from 0 to Maximum Discharging Capacity;
 - Amount of time between the BESS's electrical input going from 0 to Maximum Charging Capacity;
 - Amount of energy required to go from 0% Stored Energy Level to 100% Stored Energy Level charging at a rate equal to the Maximum Charging Capacity.
- C. Parameters. During each SCT, the following parameters shall be measured and recorded simultaneously for the BESS, at ten (10) minute intervals:
- (1) discharge time (minutes);
 - (2) charging energy (MWh);
 - (3) discharging energy (MWh);
 - (4) Stored Energy Level (MWh).
- D. Site Conditions. During each SCT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:
- (1) Relative humidity (%);
 - (2) Barometric pressure (inches Hg) near the horizontal centerline of the BESS; and
 - (3) Ambient air temperature (°F).
- E. Test Showing. Each SCT must demonstrate that the BESS:
- (1) successfully started;
 - (2) operated for at least four (4) consecutive hours at Maximum Discharging Capacity;
 - (3) operated for at least four (4) consecutive hours at Maximum Charging Capacity;
 - (4) is able to deliver discharging energy to the Point of Delivery as measured by the BESS Energy Meter for four (4) consecutive hours at a rate equal to

the Maximum Discharging Capacity.

F. Test Conditions.

- (i) General. At all times during a SCT, the BESS shall be operated in compliance with Prudent Utility Practices and all operating protocols recommended, required or established by the manufacturer for operation at Maximum Discharging Capacity and Maximum Charging Capacity (as each is defined in Appendix Q).
- (ii) Abnormal Conditions. If abnormal operating conditions that prevent the recordation of any required parameter occur during a SCT (including a level of irradiance that does not permit the PV System to produce sufficient charging energy), Seller may postpone or reschedule all or part of such SCT in accordance with Part II.G below.
- (iii) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the SCT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Utility Practices.

G. Incomplete Test. If any SCT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the SCT stopped; (ii) require that the portion of the SCT not completed, be completed within a reasonable specified time period; or (iii) require that the SCT be entirely repeated. Notwithstanding the above, if Seller is unable to complete a SCT due to a Force Majeure event or the actions or inactions of Buyer or the CAISO or the PTO or the Transmission Provider, Seller shall be permitted to reconduct such SCT on dates and at times reasonably acceptable to the Parties.

H. Final Report. Within fifteen (15) Business Days after the completion of any SCT, Seller shall prepare and submit to Buyer a written report of the results of the SCT, which report shall include:

- (1) a record of the personnel present during the SCT that served in an operating, testing, monitoring or other such participatory role;
- (2) the measured data for each parameter set forth in Part II.A through C, including copies of the raw data taken during the test;
- (3) the level of Dischargeable Energy, Energy In, Energy Out, Round Trip Efficiency, Maximum Charging Capacity, the current charge and discharge ramp rate, and Stored Energy Level determined by the SCT, including supporting calculations; and
- (4) Seller's statement of either Seller's acceptance of the SCT or Seller's rejection of the SCT results and reason(s) therefor.

Within ten (10) Business Days after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the SCT results or Buyer's rejection of the SCT and reason(s) therefor.

If either Party rejects the results of any SCT, such SCT shall be repeated in accordance with Part II.G.

- I. Supplementary Storage Capacity Test Protocol. No later than sixty (60) days prior to commencing Facility construction, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) an updated supplement to this Appendix K-3 with additional and supplementary details, procedures and requirements applicable to Storage Capacity Tests based on the then current design of the Facility ("***Supplementary Storage Capacity Test Protocol***"). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then current Supplementary Storage Capacity Test Protocol. The initial Supplementary Storage Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this Appendix K-3.

Part III. SUPPLEMENTARY STORAGE CAPACITY TEST PROTOCOL

A. Conditions Precedent to SCT

- Control System Functionality: The storage facility control system shall be successfully configured to receive data from the battery system, exchange distributed network protocol 3 data with the Buyer SCADA device, and transfer data to the database server for the calculation, recording and archiving of data points.
- Communications: Remote Terminal Unit (RTU) testing should be successfully completed prior to SCT. The interface between Buyer's RTU and the storage facility SCADA system should be fully tested and functional prior to starting testing. This includes verification of data transmission pathway between the Buyer's RTU and Seller's control system interface and the ability to record SCADA data.
- Commissioning Checklist: Commissioning Checklist shall be successfully completed on all installed facility equipment, including verification that all controls, set points, and instruments of the control system are configured.
- Control System Functionality: The control system is operable within the requirements and has been successfully configured to receive data from the battery system and transfer data to the onsite servers for the calculation, recording and archiving of data points.
- The following Commercial Operation tests will be repeated annually:

- Round-Trip Efficiency and Energy Test

B. Round-Trip Efficiency and Dischargeable Energy Test

1. The following test demonstrates the updated Round Trip Efficiency and amount of Energy required to fully charge the BESS (when performed annually or ad hoc).
 - i. The resulting quantity of discharging energy is the Energy Out (as reported in Part II.B above) and the resulting quantity charging energy is the Energy In (as reported in Part II.B above).
 - ii. The Qualified Energy is the sum of the total quantity of discharging energy at the BESS Energy Meter.
2. The BESS will be operated in both the charge and discharge directions in the following order:
 - i. [Seller to specify, example language below]
 - ii. *[Set each Battery Subsystem to [3%] SOC.*
 - iii. *Allow each Battery Subsystem to enter background cell balancing mode by maintaining a SOC of [3% for 20 minutes]. After the background cell balancing mode begins the system can be operated as normal. Allow the cell balancing function to operate in the background for at least 24 hours to allow the automatic cell balancing procedure to reach completion. This time may be reduced based on equipment suppliers' recommendations.*
 - iv. *Discharge each Battery Subsystem to 0% SOC.*
 - v. *Immediately perform the Round-Trip Efficiency and Energy Test set forth below.]*
3. To be valid, the SCT must be started within twenty-four (24) hours of the end of the period (greater than four days) during which cell balancing was completed. For the duration of the SCT, the Control System will be configured to have the power limiting mechanisms disabled, and each battery subsystem shall be configured to follow the charge and discharge current limits specified by their respective battery management system.
4. Procedure:
 - i. System Starting State: The BESS will be in the on-line state with each Battery Subsystem at 0% SOC.
 - ii. Verify that in the previous twenty-four (24) hour period, each Battery Subsystem completed the cell balancing procedure allowing full cell balancing to occur, as described in steps i-iv.
 - iii. Verify that ambient temperature measurements at all Battery Subsystems are between [18°C and 28 °C] throughout this test.
 - iv. Record initial values of each Battery Subsystem SOC.

- v. Command a real power charge that results in an AC power of the BESS's full charging power and continue the charge until the power is 2% different.
- vi. Record and store the AC energy charged to the system as measured at the BESS Energy Meter. Measurements will be made by the BESS Energy Meter with recording in the storage facility historian.
- vii. Within 5 minutes, command a real power discharge that results in an AC power output of the BESS's maximum discharge power.
- viii. Maintain the discharging until the power is 2% different.
- ix. Record and store the AC energy discharged as measured at the BESS Energy Meter. Measurements will be made by the BESS Energy Meter with recording in the BESS historian.

Pass/Fail Criteria		
The measured Round Trip Efficiency is greater than or equal to the Round Trip Efficiency Performance Guarantee. The Dischargeable Energy is greater than or equal to the Guaranteed Dischargeable Energy.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

**APPENDIX L-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

FORM OF CONSTRUCTION START DATE CERTIFICATION

This certification (“***Certification***”) of the Construction Start Date is delivered by Daggett Solar Power 2 LLC (“***Seller***”) to Southern California Public Power Authority (“***Buyer***”) in accordance with the terms of that certain Power Purchase Agreement dated _____ (“***Agreement***”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

1. the engineering, procurement and construction contract related to the Facility was executed on _____;
2. the notice provided by Seller to EPC Contractor by which Seller authorizes the EPC Contractor to begin construction of the Facility without any delay or waiting periods was issued on _____ (attached); and
3. the Construction Start Date has occurred.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ____ day of _____.

DAGGETT SOLAR POWER 2 LLC

By: _____

Its: _____

Date: _____

APPENDIX L-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

FORM OF COMMERCIAL OPERATION DATE CERTIFICATION

In accordance with the terms of that certain Power Purchase Agreement dated as of [], 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”) by and between Southern California Public Power Authority (“*Buyer*”) and Daggett Solar Power 2 LLC (“*Seller*”), in order to determine achievement of Commercial Operation of the Facility, Seller shall demonstrate to Buyer that the Facility is operating and able to produce and deliver Delivered Energy to Buyer in accordance with the terms of the Agreement by delivery of a Commercial Operation Date Certification (the “*Certificate*”), signed by an authorized representative of Seller as to all of the items below, and which shall include a certificate in the form attached hereto of an Independent Engineer, licensed in the State of California, regarding the Facility’s ability to deliver Delivered Energy and confirming the items set forth therein. Any capitalized term used herein but not defined in the Certificate shall have the meaning set forth in the Agreement. The Certificate shall be submitted by Seller, along with reasonable documentation as may be requested by Buyer, and certify as to the following:

1. All solar panels comprising the PV System have been installed in accordance with the manufacturer’s specifications.
2. The electrical collection system related to the solar panels referenced in paragraph (1) above is complete, functional, and energized for the Facility.
3. Seller’s collector substation is complete and capable of delivering an as-available product.
4. The Facility is operational and interconnected with the Point of Delivery and capable of delivering the Delivered Energy and receiving and storing the BESS Metered Input as required under the Agreement.
5. The battery comprising the BESS has been installed in accordance with the manufacturer’s specifications.
6. Copies of any documentation provided by the manufacturer of the solar panels referenced in paragraph (1) or the battery referenced in paragraph (5) (including a copy of the full BESS specifications) stating the solar panels or battery,

as applicable, have been manufactured in accordance with such manufacturer's specifications, have been provided to Buyer.

7. Construction of the Facility has been completed in accordance with the terms and conditions of this Agreement, and the Facility possesses all of the characteristics required by, and satisfies all of, the Requirements.

8. The Facility has successfully completed all testing required by Prudent Utility Practices or any Requirement of Law to be completed prior to full commercial operation. Testing shall include but not be limited to operating the Facility for a period of not less than twenty (20) consecutive days delivering PV Delivered Energy in an amount equal to the PV System Contract Capacity and BESS Metered Output in an amount equal to the BESS Contract Capacity, in each case, during such period to the Point of Delivery.

9. The BESS has passed the Storage Capacity Test set forth in the Agreement.

10. Seller has obtained all of the Permits required for the development, construction, operation and maintenance of the Facility, including those identified in Appendix B-1 of the Agreement, and all such Permits are final and effective.

11. Seller has obtained the insurance specified on Appendix F of the Agreement.

12. Seller shall have entered into, and delivered to Buyer, an agreement providing for the operation and maintenance of the Facility with a Qualified Operator (which may be redacted for confidential or proprietary information), in form and substance reasonably satisfactory to Buyer, unless Seller provides the operation and maintenance of the Facility.

13. Buyer has received the Performance Security that complies with the terms of the Agreement.

14. Buyer has accepted Seller's proof of timely registration with NERC for all applicable Function Types in the NERC Compliance Registry in accordance with the currently effective NERC Rules of Procedure, including Seller's registration as both Generator Owner and Generator Operator.

15. Buyer has accepted Seller's mapping of NERC registered Function Types in accordance with the currently-effective WECC Entity Function Mapping procedures.

16. Buyer has received and found reasonably acceptable Seller's Q/A Program in accordance with Appendix G of the Agreement.

17. Full Capacity Deliverability Status has been achieved with respect to the Facility.

Upon reasonable notice and during regular business hours, Buyer's representative(s) may inspect the Facility and observe the testing associated with achievement of Commercial Operation, provided that such representative(s) of Buyer shall at all times comply with Seller's written instructions regarding safety and security while on the Site.

Signed,

Name:

Title:

Date:

APPENDIX 1
to
APPENDIX L-2
to
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

**FORM OF INDEPENDENT ENGINEER'S CERTIFICATE (COMMERCIAL
OPERATION DATE CERTIFICATE)**

This Independent Engineer Certificate is delivered by [*selected Independent Engineer*] ("***Independent Engineer***") in accordance with the terms of that certain Power Purchase Agreement dated as of [], 2022 (the "***Agreement***") by and between Southern California Public Power Authority ("***Buyer***") and Daggett Solar Power 2 LLC ("***Seller***"). Capitalized terms used herein but not defined in this Certificate shall have the meaning set forth in the Agreement.

In order to determine achievement of Commercial Operation of the Facility, Independent Engineer hereby certifies the following regarding the Facility's ability to deliver Delivered Energy:

1. Based on my professional judgment, after reasonable inquiry consistent with prudent industry practice, the solar panels comprising the PV System have been installed in accordance with the manufacturer's specifications.
2. The electrical collection system related to the solar panels referenced in paragraph (1) above is complete, functional, and energized for the Facility.
3. Seller's collector substation is complete and capable of delivering an as-available product.
4. The battery comprising the BESS has been installed in accordance with the manufacturer's specifications.
5. To the best of our knowledge, copies of any documentation provided by the manufacturer of the solar panels referenced in paragraph (1) or the battery referenced in paragraph (4) above (including a copy of the full BESS specifications) stating the solar panels or battery, as applicable, have been manufactured in accordance with such manufacturer's specifications, have been provided to Buyer.
6. The Facility is operational and interconnected with the Point of Delivery and capable of delivering the Delivered Energy and receiving and storing the BESS Metered Input as required under the Agreement.

7. Construction of the Facility has been completed in accordance with Prudent Utility Practices.
8. The Facility has successfully completed all testing required by Prudent Utility Practices to be completed prior to full commercial operation, including operating the Facility for a period of not less than twenty (20) consecutive days and delivering PV Delivered Energy up to the PV System Contract Capacity and BESS Metered Output up to the BESS Contract Capacity, in each case, during such period to the Point of Delivery.
9. The BESS has passed the Storage Capacity Test set forth in the Agreement.

The undersigned is a Licensed Professional Engineer in the State of California.

[Signature page follows]

Sincerely,

[SELECTED INDEPENDENT ENGINEER]

Name:

Title:

Date:

**APPENDIX M
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

SITE CONTROL DOCUMENTS

1. Solar Facility Ground Lease Agreement, dated as of October 29, 2021, by and between Daggett Land Holdings 2 LLC, a Delaware limited liability company, and Daggett Solar Power 2 LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Solar Facility Ground Lease, recorded October 29, 2021, as Document No. 2021-0491006 in the Official Records of the County of San Bernardino, State of California
2. Easement for Access and Utility Facilities, dated as of December 17, 2020, by and between George A. Stark and Jayne E. Stark and Daggett Solar Power 2 LLC, a Delaware limited liability company, recorded on January 14, 2021, as Document No. 2021-0021329 in the Official Records of the County of San Bernardino, State of California
3. Grant of Easement for Operations and Maintenance, Access and Utilities Facilities, dated as of September 30, 2021, by and between Daggett Land Holdings LLC, a Delaware limited liability company, and Daggett Solar Power 2 LLC, a Delaware limited liability company, and Daggett Solar Power 1 LLC, a Delaware limited liability company, recorded on October 14, 2021, as Document No. 2021-0468314 in the Official Records of the County of San Bernardino, State of California
4. Grant of Substation Area, dated as of September 30, 2021, by and between Daggett Land Holdings LLC, a Delaware limited liability company, and Daggett Solar Power 2 LLC, a Delaware limited liability company, recorded on October 14, 2021, as Document No. 2021-0468315 in the Official Records of the County of San Bernardino, State of California
5. Easement for Access and Utility Facilities, dated as of March 10, 2021, by and between Glen A. Van Dam and Jennifer Van Dam, Trustees of the Van Dam Family Trust, dated October 28, 2009, and Daggett Solar Power 3 LLC, recorded March 15, 2021 as Document No. 2021-0116684 in the Official Records of the County of San Bernardino, State of California, as partially assigned to Daggett Solar Power 1, LLC, a Delaware limited liability company, and Daggett Solar Power 2 LLC, a Delaware limited liability company, per that certain Assignment and Assumption of Co-Tenancy Interest in Gen-Tie Easements, dated as of September 30, 2021 and recorded on October 14, 2021 as Document No. 2021-0468313 in the Official Records of the County of San Bernardino, State of California

6. Grant of Easement(s), by and between Southern California Edison Company, a corporation, and Daggett Solar Power 3 LLC, a Delaware limited liability company, recorded on January 14, 2021 as Document No. 2021-0021328 in the Official Records of the County of San Bernardino, State of California, as amended by that certain Amendment of Grant of Easement, dated August 10, 2021, and recorded on August 11, 2021, as Document No. 2021-0362231 in the Official Records of the County of San Bernardino, State of California, as partially assigned to Daggett Solar Power 1 LLC and Daggett Solar Power 2 LLC, per that certain Assignment and Assumption of Co-Tenancy interest in Gen-Tie Easements, dated as of September 30, 2021, and recorded on October 14, 2021 as Document No. 2021-0468313 in the Official Records of the County of San Bernardino, State of California

7. Grant of Easement, dated as of December 28, 2017, by and between Genon California South, L.P., a Delaware limited partnership, formerly known as NRG California South LP, a Delaware limited partnership, and Daggett Solar Power 1 LLC, and recorded on January 10, 2018, as Document No. 2018-0008134 in the Official Records of the County of San Bernardino, State of California, as amended by that certain First Amendment to Grant of Easement, dated as of October 11, 2021 and recorded on October 12, 2021, as Document No. 2021-0464372 in the Official Records of the County of San Bernardino, State of California, as partially assigned to Daggett Solar Power 2 LLC and Daggett Solar Power 3 LLC, per that certain Assignment and Assumption of Co-Tenancy Interest in Gen-Tie Easements, dated as of September 30, 2021 and recorded on October 14, 2021, as Document No. 2021-0468313 in the Official Records of the County of San Bernardino, State of California

8. License and Consent Agreement, dated as of April 13, 2022, by and between the City of Los Angeles, a California municipal corporation and entity, acting by and through its Department of Water and Power, and Daggett Land Holdings LLC, Daggett Solar Power 1 LLC, Daggett Solar Power 2 LLC, and Daggett Solar Power 3 LLC

9. License and Consent Agreement, dated as of April 7, 2022, by and between Intermountain Power Agency, a political subdivision of the State of Utah, and Daggett Land Holdings LLC, Daggett Solar Power 1 LLC, Daggett Solar Power 2 LLC, and Daggett Solar Power 3 LLC

**APPENDIX N
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
SALE LEASEBACK REQUIREMENTS**

(a) Performance of Lease Obligations. Seller shall at all times keep, perform, observe and comply with, or cause to be kept, performed, observed and complied with, all material covenants, agreements, conditions and other provisions required to be kept, performed, observed and complied with by or on behalf of Seller from time to time pursuant to the Lease, and Seller shall not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, would reasonably be expected to impair the rights of Seller under the Lease, or could be grounds for the Sale Leaseback Lessor to terminate the Lease.

(b) Notice of Default. Seller shall give Buyer immediate notice of (i) any default or of any event which, with the giving of notice or passage of time, or both, would become a default under the Lease or of the receipt by Seller of any notice from the Sale Leaseback Lessor thereof, or (ii) the commencement or threat of any action or proceeding or arbitration pertaining to the Lease. Buyer, at its option, may take any action (but shall not be obligated to take any action) from time to time deemed necessary or desirable by Buyer to prevent or cure, in whole or in part, any default by Seller under the Lease. Seller shall deliver to Buyer, promptly following service or delivery thereof on, to or by Seller, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration.

(c) Sale Leaseback Lessor Bankruptcy. In the event of the termination, rejection, or disaffirmance by Sale Leaseback Lessor (or by any receiver, trustee, custodian, or other party that succeeds to the rights of the Sale Leaseback Lessor) under the Lease pursuant to the Bankruptcy Code (U.S.C. §§ 101 et seq.), Seller shall cooperate and work in good faith with Buyer to exercise Seller's rights under Section 365 of the Bankruptcy Code (including, without limitation, the election available pursuant to Section 365(h) of the Bankruptcy Code, and any successor provision) in a manner consistent with and in furtherance of the purpose of the Agreement and Buyer's interests in the Agreement (by which Seller acknowledges the importance of the Lease as security). Without limiting the generality of the foregoing sentence, Seller shall not, without Buyer's prior written consent, which shall not be unreasonably withheld, elect to treat the Lease or the leasehold estate created thereby as terminated under Section 365 of the Bankruptcy Code, after rejection or disaffirmance of the Lease by the Sale Leaseback Lessor (whether as debtor in possession or otherwise) or by any trustee of the Sale Leaseback Lessor, and any such election made without such consent shall be void at inception and of no force or effect. At the request of Buyer, Seller will join in any election made by Buyer under the Bankruptcy Code and will take no action in contravention of the rights granted to Buyer pursuant this Section (c). In the event there

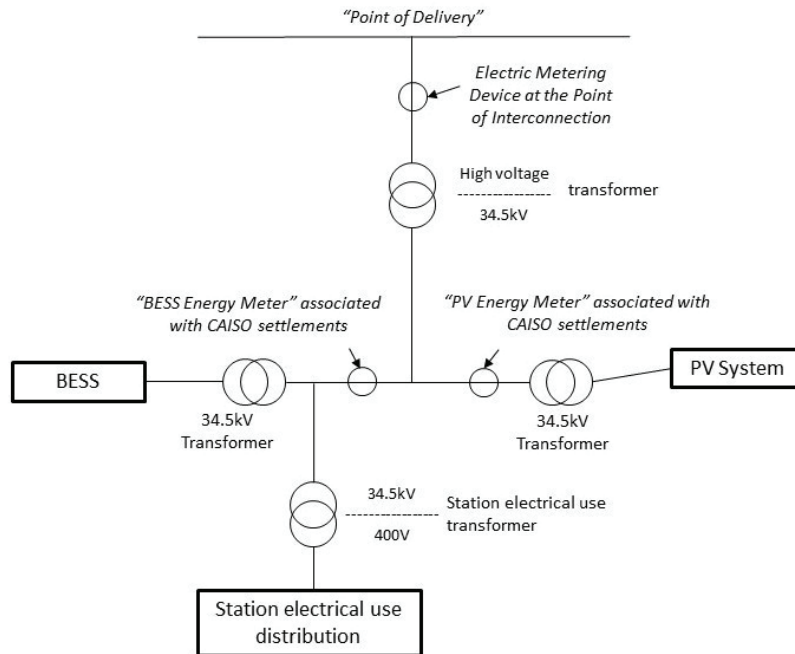
is a termination, rejection, or disaffirmance by the Sale Leaseback Lessor (whether as debtor in possession or otherwise) or by any trustee of the Sale Leaseback Lessor pursuant to the Bankruptcy Code and, Seller elects, with Buyer's consent, to have Seller remain in possession under any legal right Seller may have to occupy the property pursuant to the Lease, then Seller shall remain in such possession and shall perform all acts necessary for Seller to retain its right to remain in such possession, whether such acts are required under the then existing terms and provisions of the Lease or otherwise.

(d) Seller Bankruptcy. In the event that a petition under the Bankruptcy Code shall be filed by or against Seller and Seller or any trustee of Seller shall decide to reject or disaffirm the Lease pursuant to the Bankruptcy Code (or allow the same), Seller shall give Buyer at least ten (10) days prior notice of the date on which application shall be made to the court for authority to reject or disaffirm the Lease or the Lease will be otherwise rejected. Buyer shall have the right, but not the obligation, to serve upon Seller or such trustee within such ten (10) day period a notice stating that (i) Buyer demands that Seller (whether as debtor in possession or otherwise) or such trustee assume and assign the Lease to Buyer pursuant to the Bankruptcy Code, and (ii) Buyer covenants to cure, or to provide adequate assurance of prompt cure of, all defaults (except defaults of the type specified in Section 365(b)(2) of the Bankruptcy Code) and to provide adequate assurance of future performance under the Lease. In the event that Buyer serves any such notice as provided above, Seller (whether as debtor in possession or otherwise) shall not seek to reject or disaffirm the Lease and Seller (whether as debtor in possession or otherwise).

(e) Default Cure (non-bankruptcy). In the event of monetary default under the Lease other than in connection with a bankruptcy filing by or against Seller, upon any payment by Buyer to cure any default of Seller, as lessee thereunder, and thereby to prevent termination of the Lease or the exercise of any other remedy of the Sale Leaseback Lessor thereunder arising out of such default, Seller, within ten (10) days following receipt of notice from Buyer that it made such payment, shall pay the amount of such payment to Buyer plus interest accruing thereon at the Interest Rate, from and including the date of the payment by Buyer to cure such default to but excluding the date of such payment by the Seller.

(f) Memorandum. A memorandum of the Lease shall be recorded in the applicable county.

APPENDIX O
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
METERING DIAGRAM



**APPENDIX P
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF CONSENT AND AGREEMENT**

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of _____, 202__, is executed by and among Southern California Public Power Authority, a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) (“Buyer”), [____], in its capacity as collateral agent for the Secured Parties (as defined in the below defined Financing Agreement) (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) and Daggett Solar Power 2 LLC, a Delaware limited liability company (“Seller”). Each of Buyer, Seller and the Collateral Agent is referred to under this Agreement as a “Party,” and together they are referred to as the “Parties”. Capitalized terms used but not defined herein shall have the meanings set forth in the PPA (as defined below) in effect on the date hereof.

RECITALS

A. [_____] (“Borrower”)[, an indirect owner of Seller,] has entered into that certain Financing Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), with the financial institutions from time to time party thereto as lenders and letter of credit issuing banks (collectively, the “Lenders”), [____], as administrative agent for the Lenders, the Collateral Agent, and the other agents and Persons party thereto, pursuant to which the Lenders have agreed to extend financing to Borrower, the proceeds of which are to be utilized for the construction, ownership, operation and maintenance of an approximately 65 MWac solar-powered electric generating facility (the “PV System”) and 132 MWh battery energy storage system (“BESS” and, together with the PV System, the “Facility”, as further described in the PPA) located in San Bernardino County, California.

B. Seller and Collateral Agent have entered into a [Guarantee and Security Agreement], dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) under which Seller collaterally assigned its interest under the PPA to Collateral Agent as collateral for the credit facilities under the Financing Agreement and a deed of trust or mortgage under which Seller has granted to Collateral Agent a lien on the Facility to be recorded in San Bernardino County, California (the “Financing Deed of Trust”). Additionally, [_____] (“Pledgor”) has entered into a [Guarantee, Pledge and Security Agreement], dated as of the date hereof (as amended, amended

and restated, supplemented or otherwise modified from time to time, the “Pledge Agreement” and, together with the Security Agreement and Financing Deed of Trust, the “Construction Period Collateral Documents” and, together with the Financing Agreement and any related agreements or documents, the “Financing Documents”) with Collateral Agent pursuant to which it has pledged to Collateral Agent all of the membership interests in Seller, to secure Borrower’s obligations under the Financing Agreement.

C. Buyer and Seller entered into that certain Power Purchase Agreement, dated as of [] (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “PPA”), pursuant to which Seller will develop, finance, construct, own, and operate the Facility, and will, except as otherwise provided in the PPA, sell the Energy from the Facility to Buyer.

D. Pursuant to Section 13.3 of the PPA, Seller has requested Buyer’s consent to collateral assignment, pursuant to the Security Agreement, by Seller to the Collateral Agent of all of Seller’s right, title and interest in, to and under the PPA, to the grant of the liens in the Facility pursuant to the Financing Deed of Trust and to the pledge of the direct and indirect membership interests in Seller to the Collateral Agent.

AGREEMENT

1. Assignment and Agreement.

1.1 Consent to Assignment. Buyer hereby consents to the collateral assignment to the Collateral Agent, pursuant to the Security Agreement, of all of Seller’s rights, title and interest in, to and under the PPA (including, without limitation, the right to receive payment thereunder), the granting of Liens on all property of Seller pursuant to the Construction Period Collateral Documents, the pledge of direct membership interests in Seller to the Collateral Agent as security for Borrower’s obligations under the Pledge Agreement, the pledge of the indirect membership interests in Seller to the Collateral Agent pursuant to the terms of the Financing Agreement and Buyer acknowledges that the Collateral Agent and is a “Facility Lender” for purposes of the PPA. Subject to the terms and conditions of this Consent, Buyer agrees that, in exercising its remedies under the Construction Period Collateral Documents, the Collateral Agent may exercise Seller’s rights under the PPA.

1.2 Notices: Right to Cure by the Collateral Agent. Upon the occurrence of a Default (as defined under the PPA) by Seller under the PPA, Buyer shall give concurrent notice of such Default to Seller and the Collateral Agent. Upon receipt of notice from the Collateral Agent, Buyer agrees to accept the exercise and cure by the Collateral Agent of the Default if such exercise and cure is in compliance with the PPA and this Consent. Buyer shall not terminate or suspend its performance under the PPA until the Collateral Agent has been given: (a) if such Default is a monetary Default, thirty (30) days after the later of (i) the expiration of all cure periods available to Seller under the PPA and (ii) receipt of such notice to cure a monetary Default or, (b) if such Default is a nonmonetary Default, sixty (60) days after the later of (i) the expiration of all cure periods available to Seller under the PPA and (ii) receipt of such notice (or up to thirty (30) additional days, so long as the Collateral Agent reasonably demonstrates to Buyer that it is diligently pursuing appropriate action to cure and is making sufficient progress toward curing such

Default); provided, however, that (x) if possession of the Facility is necessary to cure any such nonmonetary Default and the Collateral Agent commenced foreclosure proceedings within thirty (30) days after the Collateral Agent's receipt of notice of Default from Buyer and are diligently pursuing such foreclosure proceedings, the Collateral Agent will be allowed a reasonable additional period of time, not to exceed ninety (90) days after receipt of such notice of Default from Buyer, to complete such proceedings and cure such Default, and (y) if the Collateral Agent is prohibited from curing any such Default by any process, stay or injunction issued by any Governmental Authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Seller, then the time periods specified herein for curing a Default shall be extended for the period of such prohibition, so long as the Collateral Agent has diligently pursued removal of such process, stay or injunction, but in no event more than two hundred thirty (230) days. Failure of Buyer to provide such notice to the Collateral Agent shall not constitute a breach of the PPA or this Consent by Buyer and the Collateral Agent agrees that Buyer shall have no liability to the Collateral Agent for such failure whatsoever; provided that no claim of Default or termination of the PPA by Buyer shall be binding without such notice and the lapsing of the applicable periods set forth above. If the Collateral Agent fails to cure a Default within the applicable period, Buyer shall have all its rights and remedies with respect to such Default as set forth in the PPA.

1.3 Subsequent Owner. Subject to the terms and conditions of this Consent, the Parties agree that the Collateral Agent shall, concurrent with any statutory notice required to be delivered to Seller, give notice in writing to Buyer not less than thirty (30) days prior to the date of any foreclosure or transfer of the Facility and the PPA (a "Foreclosure Sale") and, in addition, the Collateral Agent shall subsequently notify Buyer following any transfer pursuant to such foreclosure. If the Collateral Agent notifies Buyer in writing that it has completed foreclosure on the Facility and PPA pursuant to the Construction Period Collateral Documents, taken a "deed in lieu of foreclosure" with respect to the Facility and PPA, or otherwise transferred the Facility and PPA, the Collateral Agent or its permitted successors or assigns, or any other purchaser of the Facility (each such Person, including the Collateral Agent that is a transferee, a "Subsequent Owner"), shall be recognized as a party substituting for Seller under the PPA so long as such the Subsequent Owner meets the qualifications for a Qualified Transferee and each Subsequent Owner expressly assumes Seller's obligations under the PPA, and the terms and conditions of the PPA as in effect on such date of transfer or foreclosure shall continue to apply to such Subsequent Owner; provided, however, it is acknowledged and agreed that [insert name of Collateral Agent that is a party to this Consent] is a Qualified Transferee.

1.4 [Reserved].

1.5 Foreclosure Sale. In the event a Foreclosure Sale or deed in lieu of foreclosure under the Construction Period Collateral Documents shall take place, Buyer or any Participating Member shall have the right to bid at such Foreclosure Sale for the purchase of the Facility. The Collateral Agent may sell the membership interests in Seller pursuant to such Foreclosure Sale.

1.6 Third Party Beneficiary. No action of Buyer taken pursuant to the exercise of its rights as provided in this Consent shall be deemed to be a waiver of any right accruing to Buyer on account of the occurrence of any matter which constitutes a default or a breach of Seller's obligations under the Financing Agreement or the PPA.

1.7 No Assignment. Buyer agrees that it shall not, without the prior written joint consent of Seller and the Collateral Agent (such consent to not be unreasonably withheld, conditioned or delayed) sell, assign or transfer any of its rights under the PPA, other than in accordance with Section 14.7 of the PPA. The Collateral Agent shall be deemed to have consented to such sale, assignment or transfer should it fail to respond within forty-five (45) days after the date of the notice from Buyer is received by the Collateral Agent.

1.8 Limitation of Liability.

(a) Seller agrees that it shall indemnify and hold Buyer harmless from any third-party claims, losses, liabilities, damages, costs or expenses (including, without limitation, any direct, indirect or consequential claims, losses, liabilities, damages, costs or expenses, including legal fees) in connection with or arising out of any of the transactions related to the Financing Agreement and the Construction Period Collateral Documents or this Consent.

(b) In the event of any Foreclosure Sale, or the taking of any deed in lieu of foreclosure, in connection with an exercise of remedies under any Construction Period Collateral Documents, the Collateral Agent shall, if performance of the PPA is reasonably possible, cause the Subsequent Owner to assume in writing and agree to be bound by the covenants and agreements of Seller in the PPA; provided, however, that until the Subsequent Owner executes and delivers to Buyer a written assumption of Seller's obligations under the PPA, in form and substance reasonably acceptable to Buyer, such Person will not be entitled to any of the benefits of the PPA. The Collateral Agent agrees that in no event shall Buyer be liable to the Collateral Agent or any Subsequent Owner for any claims, losses, expenses or damages whatsoever under the PPA other than liability Buyer may have to Seller under the PPA. In the event a Subsequent Owner elects to perform Seller's obligations under the PPA in accordance with Section 1.3 hereof, the recourse of Buyer in seeking the enforcement of such obligations shall be limited to any Project Development Security, or the Delivery Term Security, as applicable, provided pursuant to the PPA and the value (taking into account indebtedness secured by the Facility, including indebtedness arising in connection with such Project Development Security or the Delivery Term Security, as applicable) of the Subsequent Owner's interest in the Facility.

1.9 Reinstatement. In the event that the PPA is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, and if, within forty-five (45) calendar days after such rejection, the Collateral Agent shall so request, Buyer will execute and deliver to the Collateral Agent a new power purchase agreement, which power purchase agreement shall be on the same terms and conditions as the original PPA for the remaining term of the original PPA before giving effect to such rejection, and which shall require the Collateral Agent to cure any defaults then existing under the original PPA other than the default under the original PPA attributed to the bankruptcy or insolvency of Seller.

2. Payments under the PPA. Without limiting the rights of Buyer under the PPA, Buyer shall pay any amounts owed in the manner and when required under the PPA directly to the accounts specified below or otherwise designated by the Collateral Agent to Buyer in writing. From and after such time as an entity qualifies as a Subsequent Owner, Buyer shall pay all such amounts owed directly to or at the written direction of such Subsequent Owner. Commencing on the date of this Consent and until the occurrence of the Term Conversion Date (as defined in the

Financing Agreement and which shall only occur for purposes of this Consent after Buyer receives written notice thereof from the Collateral Agent) (the “Construction Loan Discharge Date”), Seller hereby directs Buyer, and Buyer agrees, to make all payments and amounts Buyer is obligated to pay to Seller under the PPA, which payments shall satisfy any such payment obligations of Buyer to Seller in full and complete satisfaction of Buyer’s obligations to Seller under the PPA to the following account:

Bank Name: [_____]

Account Number: [_____]

ABA Number:[_____]

Account Name: [_____]

Ref: [_____]

The Collateral Agent and Seller agree that any change in payment notification shall become effective within thirty (30) days after receipt by Buyer of written notice thereof in accordance with this Consent. Buyer shall have no liability to Seller or any Secured Party (or their successors and assigns) for making payments due or to become due under the PPA to any Secured Party or for failure to direct any payments to the Collateral Agent rather than Seller.

3. Acknowledgements; Representations and Warranties.

3.1 Buyer. Buyer hereby represents and warrants to the Collateral Agent as of the date of this Consent as follows:

Buyer agrees that any foreclosure by the Collateral Agent on the direct or indirect membership interests in Seller, or any parent entity of Seller and any subsequent transfer to a third party by the Collateral Agent after such foreclosure, upon the occurrence of a default under the Financing Agreement shall not constitute a breach under the PPA so long as the Facility is operated and maintained by a Qualified Operator following any such foreclosure and subsequent transfer. Collateral Agent shall obtain Buyer’s consent (such consent not to be unreasonably withheld) prior to any transfer by Collateral Agent of the membership interests in Borrower or Pledgor upon the occurrence of a default by Borrower under the Financing Agreement to an entity other than a Qualified Transferee.

3.2 Seller and Collateral Agent.

(a) Seller and the Collateral Agent acknowledge that Buyer has not made and hereby makes no representation or warranty, expressed or implied, that Seller has any right, title or interest in the collateral secured by the Construction Period Collateral Documents (the “Collateral”) and the Collateral Agent acknowledges that it has not relied upon any such representations of Buyer. The Collateral Agent acknowledges that it is responsible for satisfying itself as to the existence and extent of Seller’s right, title, and interest in the Collateral.

(b) Except as otherwise expressly provided herein, the Collateral Agent acknowledges

that Buyer shall not have any contractual obligations to the Collateral Agent, and the Collateral Agent acknowledges that it has not relied upon any representations of Buyer in connection with its lending arrangements with Borrower for the Facility.

(c) Except with respect to performance of the agreements contained herein, Seller and the Collateral Agent acknowledge that Buyer shall have no liability to Seller or the Collateral Agent resulting from or related to this Consent, or for consenting to any future assignments of the Collateral or any interest of Seller or the Collateral Agent therein.

(d) Seller and the Collateral Agent each agree that Buyer shall, at all times, have (and Buyer hereby expressly reserves) the right to set off or deduct from payments due to Seller under the PPA amounts owing to Buyer by Seller under the PPA, in each case solely in accordance with Section 11.5 of the PPA.

(e) Collateral Agent represents and warrants that it is duly authorized, on behalf of the Secured Parties it represents, to enter into and perform its obligations under this Consent.

4. Miscellaneous.

4.1 Governing Law; Submission to Jurisdiction.

(a) This Consent shall be governed by, interpreted, and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

(b) All litigation arising out of, or relating to this Consent, shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

4.2 Conflicts. Except as otherwise set forth herein, this Consent does not modify or alter any of the terms of the PPA. As between the Buyer and the Seller, to the extent the terms and conditions herein conflict with those in the PPA, the terms and conditions of the PPA shall control. Except as set forth herein, Buyer shall have no obligation or liability to the Collateral Agent with respect to the PPA. For purposes of this provision, Seller and Buyer agree that the acknowledgments and consents provided in Section 1.1, the extended cure periods provided in Section 1.2, the rights of a Subsequent Owner in Section 1.3, the restriction on assignment in Section 1.7, the payments pursuant to Article 2, and the agreement regarding change in control in Section 3.1 do not conflict with the PPA.

4.3 Counterparts. This Consent may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same instrument. Any signature page of this Consent may be detached from any counterpart of this Consent without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Consent identical in form hereto by having attached to it one or more signature pages.

4.4 Amendment; Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed

by Buyer, Seller and the Collateral Agent.

4.5 Successors and Assigns. This Consent shall be binding upon and inure to the benefit of Buyer, Seller, the Collateral Agent and each of their respective successors and permitted assigns.

4.6 Attorneys' Fees. Seller shall reimburse Buyer for all actual and documented costs and expenses incurred by Buyer in connection with the facilitation of Seller's collateral assignment or pledge of the PPA, or any other action taken in connection with the transactions contemplated in this Consent, or otherwise pursuant to any request made by Seller or the Collateral Agent.

4.7 Representation by Counsel. Each of the Parties was represented by its respective legal counsel during the negotiation and execution of this Consent.

4.8 Estoppel Certificate. Buyer agrees to deliver to the Collateral Agent and any Tax Equity Investor a customary estoppel certificate, substantially in the form of Exhibit A, on or about the date of delivery of this Consent[, in connection with the initial funding by the Tax Equity Investors,] and in connection with the achievement of Commercial Operation of the Facility following receipt of a written request therefor from Seller.

4.9 Notices. Any communications between the Parties or notices provided herein to be given shall be given to the following addresses:

If to Seller:

Daggett Solar Power 2 LLC

c/o []

If to Buyer:

Southern California Public Power Authority

1160 Nicole Court

Glendora, CA 91740

Attn: Executive Director

Tel: (626) 793-9364

Fax: (626) 793-9461

If to the Collateral Agent:

[]

as Collateral Agent

[_____]

[_____]

Attention: [_____]

Email: [_____]

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) if mailed by first-class United States Mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by prepaid telegram or by facsimile. Any Party may change its address for notice hereunder by giving written notice of such change to the other Parties.

4.10 Termination of Collateral Documents and Consent. Seller and Collateral Agent agree that upon the termination of the Construction Period Collateral Documents on the Term Conversion Date, the only remaining collateral security of the Collateral Agent securing the obligations of the Borrower under the Financing Agreement will be the membership interests in, and any assets of, the Pledgor and the Borrower and [____], and there will be no remaining collateral security of the Collateral Agent in the Seller or its assets that secures the obligations of the Borrower under the Financing Documents. Seller agrees to deliver notice of the occurrence of the Term Conversion Date to Buyer (with a copy to Collateral Agent) promptly but in no event more than 10 days after such Term Conversion Date. The Parties agree that, as of such date, any rights, duties or obligations arising hereunder shall terminate and no longer be applicable; provided, that Sections 1.1, 1.8(a), 3, 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.9 and 4.10 shall survive the termination of this Consent. Upon the occurrence of the Term Conversion Date, if requested by Seller, Buyer shall enter into an agreement that provides to Seller's direct or indirect tax equity investors rights substantially the same as those set forth in Section 4.11 of the Form of Consent to Collateral Assignment attached as Appendix P to the PPA.

4.11 [Tax Equity Investor Accession. Each of Buyer, Lender, Seller and the Tax Equity Investors hereby agree as follows:

(a) Effective as of the earlier to occur of (1) the date that the obligations under the Financing Documents are repaid in full; (2) the Term Conversion Date and (3) [_____]; provided that clause 4.11(a)(i) below shall not be applicable until the earlier to occur of one of subclauses (1) or (2) of this clause 4.11(a):

i. The rights of the Lender under Section 1 hereof and the payment direction in Section 2 hereof will terminate.

ii. Buyer will not terminate the PPA or suspend its performance under the PPA on account of any Default (as defined under the PPA) of Seller thereunder, without written notice to the Tax Equity Investors and first providing to the Tax Equity Investors and the right to cure the relevant Default during the cure period (if any) applicable to such Default under the PPA.

Failure of Buyer to provide notice to the Tax Equity Investors shall not constitute a breach of the PPA or this Consent by Buyer, and Buyer shall have no liability to any Tax Equity Investor for any such failure; provided that no claim of Default or termination of the PPA by Buyer shall be binding without such notice and the lapsing of the applicable cure periods (if any) set forth in the PPA. Following notice to the Tax Equity Investors and the lapsing of any applicable cure period, Buyer may exercise any remedies under the PPA with respect to such Default, including terminating the PPA or suspending its performance under the PPA.

(b) The address of the Tax Equity Investors for purposes of all notices and other communications is:

[_____]

and

[_____]

With copies to:

[_____]

and

[_____]

and

[_____]

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Consent and Agreement to be duly executed and delivered as of the date first above written.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,

as Buyer

By: _____

President

Date:

Attest: _____

Assistant Secretary

DAGGETT SOLAR POWER 2 LLC,

a Delaware limited liability company

as Seller

By: _____

Name:

Title:

[_____] ,

as Collateral Agent for the Secured Parties

By: _____

Name:

Title:

**EXHIBIT A
TO
CONSENT AND AGREEMENT**

FORM OF PPA ESTOPPEL CERTIFICATE

[Insert Date]

Reference is made to that certain Power Purchase Agreement, dated as of [____], 202[___] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “PPA”), by and between the Southern California Public Power Authority, a public entity and joint powers agency formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) (“Buyer”), and Daggett Solar Power 2 LLC, a Delaware limited liability company (“Seller”). Terms used herein but not defined herein have the same meanings as in the PPA.

Buyer hereby confirms and agrees as of the date hereof as follows:

1. The copy of the PPA, as amended, attached hereto as Exhibit A, constitutes a true and complete copy of the PPA.

2. The PPA is in full force and effect and has not been modified or amended in any way [since [____], 20[___]], and constitutes the only agreement between Buyer and Seller, other than that certain Consent and Agreement dated as of [____], 202[___], by and among Buyer, Seller and [____], as the Collateral Agent (as defined therein).

3. Buyer has not transferred or assigned its interest in the PPA.

4. Buyer is not in default under the PPA, nor has Buyer breached any of its representations, warranties, agreements or covenants under the PPA and, to Buyer’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice nor both, would constitute a default or breach by Buyer under the PPA or which would give Seller the right to terminate the PPA. To Buyer’s knowledge, Seller is not in default under the PPA nor, to Buyer’s knowledge, has Seller breached any of its representations, warranties, agreements or covenants under the PPA and, to Buyer’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice nor both, would constitute a default or breach by Seller under the PPA or which would allow Buyer to terminate the PPA.

5. All representations made by Buyer in the PPA were true and correct as of the effective date of the PPA and continue to be true and correct as of the date hereof.

6. To Buyer’s knowledge, no event, act, circumstance, or condition constituting an event of Force Majeure under the PPA has occurred and is continuing.

7. Seller has not claimed any amounts under the indemnification obligation of Buyer set forth in the PPA (except as disclosed to the investors in the applicable Tax Equity Financing).

8. To Buyer's knowledge, Buyer has no existing counterclaims, offsets, or defenses against Seller under the PPA. Buyer has no present knowledge of any facts entitling Buyer to any material claim, counterclaim or offset against Seller in respect of the PPA.

9. All payments due and payable as of the date hereof, if any, under the PPA, by Buyer have been paid in full through the period ending on the date hereof.

10. Seller has achieved each Milestone set forth in Appendix I to the PPA that is to be completed on or prior to the date hereof.

11. To Buyer's knowledge, Buyer has no notice of, and has not consented to, any previous assignment of all or any part of Seller's rights under the PPA.

12. [The Commercial Operation Date of the Facility occurred on _____],
20[___].

13. The PV System Contract Capacity of the Facility as of the Commercial Operation Date is [___] MW.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer has caused this Certificate to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

Name

Title:

Exhibit A to Estoppel Certificate

PPA

See attached.

**APPENDIX Q
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

OPERATING RESTRICTIONS

A. BESS Operating Restrictions

The BESS shall be subject to the following Operating Restrictions:

	Description	Value	Notes
1.	BESS Contract Capacity	33 MW	
2.	Maximum Stored Energy Level	33 MW for 4 hours	
3.	Minimum Stored Energy Level	0 MWh	Maximum time at Minimum Stored Energy Level is 100hrs
4.	Maximum Charging Capacity	33 MW	
5.	Minimum Charging Capacity	0 MW	
6.	Maximum Discharging Capacity	33 MW	
7.	Minimum Discharging Capacity	0 MW	
8.	Maximum State of Charge (SOC) during Charging	100 %	SOC is relative to Maximum Stored Energy Level
9.	Minimum State of Charge (SOC) during Discharging	0 %	SOC is relative to Maximum Stored Energy Level
10.	Annual Average State of Charge Range (SOC)	<40%	Measured during each Contract Year
11.	Annual Cycle Limit	365 cycles / year	One (1) cycle is equal to 1 kWh throughput per kWh calculated by the product of the Storage Contract Capacity and discharge hours Not to exceed the stated value Measured during each Contract Year

12.	Daily Dispatch Limits	Two cycles per operating day	One (1) cycle is equal to 1 kWh throughput per kWh calculated by the product of the Storage Contract Capacity and discharge hours Not to exceed the stated value
13.	Manual Dispatch Commands	All dispatch commands from the Buyer must use the Seller-supplied EMS	

B. Additional Operating Restrictions

The Facility shall be subject to the follow Operating Restrictions:

1. Dispatch cannot cause Delivered Energy to exceed the PV Contract Capacity.

**APPENDIX R
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

APPROVED VENDORS

Solar Panels:

JA Solar
Trina
Longi
Canadian Solar
Waaree

Batteries:

Wärtsilä
CATL
Samsung SSDI

**APPENDIX S
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

LEGAL OPINIONS

1. Based solely upon our review of the Opinion Party's articles of organization and the Good Standing Certificates, the Opinion Party is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, is qualified to do business in, and is in good standing under the laws of, the State of California, and has all requisite limited liability company power and authority to execute, deliver, and perform its obligations under the Agreement.

2. The execution and delivery by the Opinion Party of the Agreement, and the performance by the Opinion Party of its obligations thereunder, have been duly authorized by all necessary limited liability company action on the part of the Opinion Party. The Opinion Party has duly executed and delivered the Agreement.

3. The Agreement constitutes the legally valid and binding obligation of the Opinion Party, enforceable against the Opinion Party in accordance with its terms, in each case except (a) as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, or other similar laws relating to or affecting the rights of creditors generally and (b) as the enforceability of the Agreement is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including without limitation (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy, and (ii) concepts of materiality, reasonableness, good faith and fair dealing.

4. Neither the Opinion Party's execution and delivery of the Agreement, nor the performance by the Opinion Party of its obligations thereunder, violates (a) any law or regulation of the United States of America, the State of California, or the State of Delaware applicable to the Opinion Party, (b) any provision of the Opinion Party's articles of organization and limited liability company agreement, or (c) any judgment, order, writ, injunction or decree, in each case, that is binding on the Opinion Party.

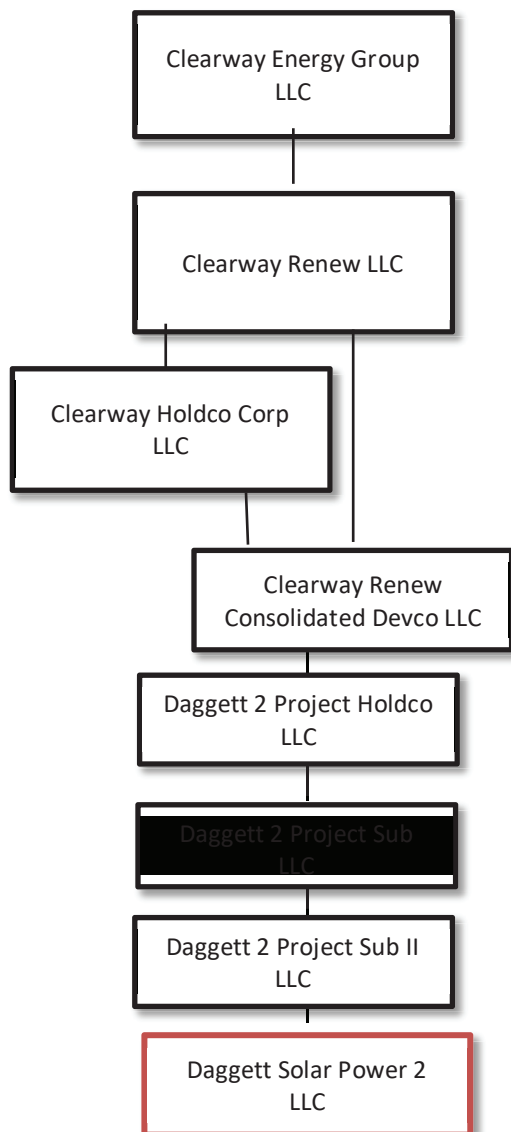
5. No authorization, consent, or other approval of, or registration, declaration, or other filing (a) with any governmental authority of the United States of America, the State of California, or the State of Delaware is required on the part of the Opinion Party for the execution and delivery by the Opinion Party of the Agreement, or (b) under any law or regulation of the United States, the State of California, or the State of Delaware is required on the part of the Opinion Party for the performance by the Opinion Party of its obligations under the Agreement, other than those routine

authorizations, consents, approvals, registrations, and filings which may be required in the future for the Opinion Party to conduct its business, maintain its existence, and remain in good standing in the State of Delaware.

6. The Opinion Party has the limited liability company power to (a) execute, deliver, and perform its obligations under the Agreement, (b) own, lease, and operate its properties, and (c) carry on its business.

**SCHEDULE 12.2(h)
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], 2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

**UPSTREAM EQUITY OWNERS, SELLER'S ULTIMATE PARENT AND
ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF SELLER AND UPSTREAM
EQUITY OWNERS**



POWER PURCHASE AGREEMENT

BETWEEN

DAGGETT SOLAR POWER 2 LLC

AND

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Dated as of [], ~~2021~~2022

POWER PURCHASE AGREEMENT

PARTIES

THIS POWER PURCHASE AGREEMENT (this “*Agreement*”), dated as of this [] day of [], ~~2021~~, 2022, is being entered into by and between the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (“*Buyer*”), a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.), and Daggett Solar Power 2 LLC, a limited liability company organized and existing under the laws of the State of Delaware (“*Seller*”). Each of Buyer and Seller is referred to individually in this Agreement as a “*Party*” and together as the “*Parties*.”

RECITALS

WHEREAS, Buyer’s members have adopted or are adopting policies that are designed to increase the amount of energy that they provide to their retail customers from eligible renewable energy resources and to comply with the California Renewable Energy Resources Act; and

WHEREAS, in 2019, Buyer issued a request for proposals (“*RFP*”) to acquire renewable energy resources; and

WHEREAS, an affiliate of Seller, responded to Buyer’s RFP on behalf of, Seller, and, following negotiation, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain renewable energy, capacity rights and associated environmental attributes for the purchase price set forth in Appendix A-1 hereto; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which such sales and purchases shall be made.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms in this Agreement and the appendices hereto shall have the following meanings when used with initial capitalized letters:

“*AC*” means alternating current.

“*Acceptable Form of Performance Assurance*” means, at the option of Seller, any of (a) cash to be held in escrow by Buyer, (b) cash held in an escrow account and subject to an escrow agreement in form and substance satisfactory to Buyer in its sole discretion (an “*Escrow Account*”), or (c) a separate letter of credit substantially in the form of Appendix E from a Qualified Issuer.

product of the BESS Capacity Price or Adjusted BESS Capacity Price, as applicable, multiplied by the BESS Contract Capacity (measured in kW).

“**BESS Capacity Price**” means ~~Six~~Seven Dollars and ~~Eighty~~Ninety Five Cents (~~\$6.80~~7.95) per kW-month.

“**BESS Communication Protocol**” has the meaning set forth in Section 7.3(e).

“**BESS Contract Capacity**” means thirty-three (33) MW net nameplate capacity.

“**BESS Energy Meter**” means the CAISO-approved and CAISO-pollled Electric Metering Device at the BESS dedicated solely to the BESS, depicted on Appendix O.

“**BESS Excused Conditions**” means (a) any Excused Condition and (b) any period during which Seller is unable to generate or deliver energy to the Point of Delivery to the extent caused by (i) the Operating Restrictions in Appendix Q or (ii) a Storage Capacity Test (as described in Appendix K-1 and Appendix K-3).

“**BESS Instructions**” means the instructions, and any subsequent updates, in either case directed by Buyer or the CAISO via the BMS or another method of communication, to charge or discharge the BESS, in each case in a manner consistent with the BESS Communication Protocol and the terms and conditions of this Agreement.

“**BESS Metered Input**” means all Energy delivered to the BESS, as measured in MWh by the BESS Energy Meter in compliance with CAISO metering rules.

“**BESS Metered Output**” means all Energy delivered to the Point of Delivery from the BESS (net of all auxiliary loads, station electrical uses and electrical losses from the BESS to the Point of Delivery), as measured in MWh by the BESS Energy Meter in compliance with CAISO metering rules.

“**BESS Performance Guarantees**” means, collectively, the Dischargeable Energy Performance Guarantee, the Round Trip Efficiency Performance Guarantee and the Monthly BESS Availability Guarantee.

“**BMS**” means the battery control and management system for the BESS.

“**Brown Act**” has the meaning set forth in Section 14.21(e).

“**Business Day**” means any day that is not a Saturday, a Sunday, or a day on which commercial banks are authorized or required to be closed in Los Angeles, California or New York, New York.

“**Buyer**” has the meaning set forth in the preamble of this Agreement.

“**CAISO**” means the California Independent System Operator.

hundred and ten percent (110%), and up to one hundred and twenty percent (120%), of the Annual Contract Quantity for such Contract Year, which deliveries shall be verified in invoices provided by Seller as set forth in Section 11.3(a).

“Excess Energy > 120%” means, in any Contract Year, PV Delivered Energy in excess of one hundred and twenty percent (120%) of the Annual Contract Quantity for such Contract Year, which deliveries shall be verified in invoices provided by Seller as set forth in Section 11.3(a).

“Excused Conditions” means; (a) any period during which Seller is unable to generate or deliver energy to the Point of Delivery to the extent caused by (i) an event of Force Majeure or (ii) System Emergency, (b) any Curtailment Period; (c) any Permitted Scheduled Outage Period; and (d) any curtailment of the Facility arising out of or resulting from the manner in which Buyer bids, offers, or schedules the Facility, the PV System Energy or any Products, or in which Buyer fails to do so, including any non-compliance with the Operating Restrictions.

“Expected Commercial Operation Date” means ~~June 30,~~ September 19, 2023.

“Facility” means the co-located PV System and BESS to be located on the Site, including the structures, facilities, equipment, fixtures, appurtenances, improvements and associated real and personal property, physical and intangible property, and other rights and interests as further described in Appendix B-1 and depicted on Appendix B-2, including all property interests and related transmission and other facilities.

“Facility Debt” means any senior or subordinated construction, interim or long-term debt financing (including any backleverage or working capital debt) or refinancing for or in connection with the development, construction, purchase, ownership, installation or operation of the Facility, including (a) any financing or refinancing provided to Seller or any Upstream Equity Owner with respect to the Facility (including as part of a portfolio with other energy generation projects) and (b) any interest rate protection agreements hedging any of the foregoing debt obligations.

“Facility Lender” means (a) any financing party providing any Facility Debt or any trustee or agent acting on behalf of any such financing party or parties and (b) any Tax Equity Investor providing any equity financing or refinancing for or in connection with the development, construction, purchase, ownership, installation or operation of the Facility, including in connection with any Tax Equity Financing or Sale Leaseback Financing or refinancing.

“Fair and Reasonable” has the meaning set forth in the definition of *“Special Purpose Entity”*.

“FERC” means the Federal Energy Regulatory Commission.

“Final Stub Year” means the period beginning on the first day of January following the nineteenth (19th) full calendar year referenced in clause (ii) of the definition of “Contract Year” and ending at 24:00 hours on the date that, together with the number of days in the Initial Stub Year, would be equal to three hundred sixty-five (365) days.

“Force Majeure” has the meaning set forth in Section 14.6(b).

“Force Majeure Notice” has the meaning set forth in Section 14.6(a).

“Forced Outage” means the removal of service availability of the Facility, or any portion of the Facility, for emergency reasons or conditions in which the Facility, or any portion thereof, is unavailable due to unanticipated failure, including as a result of Force Majeure.

“Full Capacity Deliverability Status” or **“FCDS”** has the meaning set forth in the CAISO Tariff.

“Gains” has the meaning set forth in Section 13.4(f)(i).

“Generator Interconnection Agreement” means the agreement and associated documents (or any successor agreement and associated documentation approved by FERC) by and among Seller, Southern California Edison, and the CAISO governing the terms and conditions of Seller’s interconnection with the CAISO grid, including any description of the plan for interconnecting to the CAISO grid.

“Governmental Authority” means any federal, state, regional, city or local government, any intergovernmental association or political subdivision thereof, or other governmental, regulatory or administrative agency, court, commission, administration, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority with jurisdiction over the Parties, the Facility, or this Agreement, or any Person acting as a delegate or agent of any Governmental Authority; *provided* that “Governmental Authority” specifically excludes Buyer and the Participating Members.

“Green Value” consists of the market value of (a) avoided greenhouse gas emissions and/or credits associated with RPS Compliant energy, and (b) all other Environmental Attributes and avoided emissions related attributes and benefits that would otherwise have been realized had Seller generated the PV Delivered Energy for the applicable Contract Year, and shall be calculated as an amount equal to the time weighted average of the prices of greenhouse gases and other Environmental Attributes (as published in commercial indices related to California energy markets) that would have been realized for each MWh of the Shortfall Energy; *provided*, that if for any Contract Year there does not exist a liquid trading market that is mutually agreeable to the Parties to determine such Green Value, the Green Value will be equal to the replacement cost for the attributes described in clauses (a) and (b) above, expressed in \$/MWh, as of the final day of the Contract Year in which the applicable Shortfall Energy accrues.

“Guaranteed Commercial Operation Date” means ~~September 30,~~ December 20, 2023, as may be extended pursuant to Section 3.5(b)(i).

“Guaranteed Delivered Energy” means, with respect to each Measurement Period, eighty-five (85%) of the Annual Contract Quantity for such Measurement Period as specified on Appendix C.

“Guaranteed Dischargeable Energy” has the meaning set forth on Appendix K-1.

“Monthly BESS Availability Guarantee” has the meaning set forth in Section 9.6(a).

“Moody’s” means Moody’s Investor Services, Inc.

“MW” means megawatt in alternating current, or AC.

“MWh” means megawatt-hours.

“NERC” means the North American Electric Reliability Corporation.

“New Resource Implementation Process” or **“NRIP”** means the process and requirements for new resource implementation, as amended from time to time, as set forth in the CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 13.4(a).

“Notifying Party” has the meaning set forth in Section 14.3(a).

“O&M Agreement” means the agreement for the provision of operation and maintenance services for the Facility entered into or to be entered into by and between Seller and a Qualified Operator.

“OFAC” means the U.S. Department of Treasury’s Office of Foreign Assets Control.

“Operating Restrictions” means the restrictions set forth on Appendix Q.

“OSHA” means the Occupational Safety and Health Administration of the United States Department of Labor.

“Outside Commercial Operation Date” means ~~June 30,~~September 19, 2024, which date may not be extended for any reason.

“Pacific Prevailing Time” means the local time in the State of California.

“Participating Members” means the City of Vernon and the City of Cerritos.

“Party” or **“Parties”** has the meaning set forth in the preamble of this Agreement.

“Performance Security” means the Project Development Security or Delivery Term Security for the Facility, together or individually, as applicable.

“Period Hours” has the meaning set forth on Appendix K-1.

“Permits” means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, certifications, self-certifications, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described that are required to be filed, submitted, obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession,

Seller shall promptly prepare and deliver to Buyer a remedial action plan (“**Remedial Action Plan**”), which shall set forth (1) the anticipated period of delay, (2) the basis for such delay, (3) an outline of the commercially reasonable steps that Seller is taking to address the delay and to ensure that future Milestones, including the Guaranteed Commercial Operation Date, will be timely achieved, (4) a proposed revised date for achievement of the applicable Milestone and (5) such other information and in such detail as may be reasonably requested by Buyer. Except as set forth in Section 3.5(b), Seller shall not have any liability for failure to timely achieve a Milestone other than the obligation to submit a Remedial Action Plan; *provided, however*, that the foregoing shall not limit Buyer’s right to exercise any right or remedy available under this Agreement or at law or in equity for any other Default occurring concurrently with or before or after Seller’s delay in achievement of the applicable Milestone.

(iv) Beginning no earlier than ~~January 31~~, April 21, 2023, Seller shall have the right to sell and deliver, and Buyer shall purchase and accept from Seller, Startup and Test Energy at the rate for such Energy set forth in Appendix A-1, subject to Seller providing thirty (30) days’ prior written notice to Buyer. Seller shall provide a schedule of its best projection for delivery of Startup and Test Energy with its notice, which schedule shall be subject to Buyer’s reasonable approval in all respects. Buyer may curtail Startup and Test Energy, as a non-compensable curtailment, if necessary in its reasonable judgment, subject to Section 7.4(b). For the avoidance of doubt, Buyer shall have the right, but shall have no obligation hereunder, to purchase Startup and Test Energy at any time before ~~January 31~~, April 21, 2023.

(b) Delays; Delay Damages.

(i) Each Milestone Date (other than the Outside Commercial Operation Date) may be extended, on a day-for-day basis to the extent Seller is actually, demonstrably and unavoidably delayed in achieving such Milestone due to Force Majeure or an Interconnection Delay. Notwithstanding anything to the contrary set forth in this Agreement, the Outside Commercial Operation Date shall not be extended for any reason whatsoever, including due to Force Majeure or any Interconnection Delay, and the failure to achieve the Commercial Operation Date by the Outside Commercial Operation Date shall be an immediate Default by Seller, not subject to extension or cure of any kind.

(ii) If Seller fails to achieve any Key Milestone by the applicable Milestone Date (as such Milestone Date may be extended pursuant to Section 3.5(b)(i)), Seller shall pay liquidated damages to Buyer for each day between the Milestone Date and the date upon which such Key Milestone is achieved (or the Agreement is terminated by Buyer) in the applicable daily liquidated damage amount set forth for such Key Milestone in Appendix I (the “**Daily Delay Damages**”). For the avoidance of doubt, if multiple Key Milestones are missed, Seller shall pay Daily Delay Damages for each Key Milestone. If Seller fails to achieve the Construction Start Date by the date that is one hundred eighty (180) days after the Milestone Date for the Construction Start Milestone, Buyer shall have the right in its sole discretion and without penalty to (1) terminate this Agreement for a Default under Section 13.4, or (2) allow Seller to continue to pay the Daily Delay Damages to Buyer, during which time Buyer shall not terminate the

Agreement based on Seller's failure to timely achieve the Construction Start Milestone. Seller shall pay to Buyer Daily Delay Damages within seven (7) days after receipt of an invoice therefor from Buyer. If Seller achieves (A) the Construction Start Milestone before the date that is six (6) months prior to ~~September 30,~~December 20, 2023 and (B) Commercial Operation by the Guaranteed Commercial Operation Date, then Buyer shall refund to Seller any amounts previously paid to Buyer as Daily Delay Damages for failure to achieve the Construction Start Milestone by the Milestone Date therefor net of any costs and expenses incurred, or damages sustained, by Buyer directly as a result of Seller's failure to achieve the Construction Start Milestone. If Seller fails to achieve the Construction Start Milestone on or before the date that is six (6) months prior to ~~September 30,~~December 20, 2023, Buyer shall be entitled to all Daily Delay Damages accruing as a result of Seller's failure to achieve the Construction Start Milestone by the Milestone Date therefor even if Seller achieves Commercial Operation by the Guaranteed Commercial Operation Date. If Seller fails to achieve Commercial Operation by the Outside Commercial Operation Date, Buyer shall have the right in its sole discretion and without penalty to terminate this Agreement for a Default under Section 13.4.

(iii) The Parties agree that the damages that Buyer would incur due to Seller's failure to timely achieve a Key Milestone would be difficult or impossible to predict with certainty, and it is impractical or difficult to assess actual damages in those circumstances, but the Daily Delay Damages are a fair and reasonable calculation of such damages for Seller's failure to achieve any Key Milestone by the Milestone Date therefor. The payment of Daily Delay Damages as provided in this ARTICLE III are Buyer's sole remedy for Seller's failure to timely achieve a Key Milestone, but shall not limit Buyer's right to (a) exercise any right or remedy available under this Agreement or at law or in equity for any other breach or default occurring concurrently with, before, or after Seller's delay in achieving the applicable Key Milestone by the Milestone Date therefor, or (b) terminate this Agreement pursuant to Section 13.4, *provided* that the payment of Daily Delay Damages shall be taken into account when determining any damages due Buyer for such termination; *provided further* that in no event shall any damages, including Daily Delay Damages, owed in connection with such termination exceed the limitation of liability provided in Section 14.19(e).

Section 3.6 Decommissioning and Other Costs. Buyer shall not be responsible for any cost of decommissioning or demolition of the Facility or any environmental or other liability associated with the decommissioning or demolition of the Facility without regard to the timing or cause of the decommissioning or demolition.

Section 3.7 CEC Certification. Seller shall provide Buyer with a copy of the CEC pre-certification of the PV System at least thirty (30) days prior to the date on which Startup and Test Energy is first delivered to Buyer. Promptly, but in no event more than ten (10) days following the Commercial Operation Date, Seller shall file with the CEC all materials and documents required to demonstrate that the Facility is entitled to be CEC Certified. Seller shall promptly provide Buyer with copies of all submittals to the CEC and other correspondence between Seller and the CEC. Failure by Seller to comply with the requirements set forth in this Section 3.7 shall constitute a Default by Seller, subject to the cure periods set forth in Section 13.1(b).

SELLER:

DAGGETT SOLAR POWER 2 LLC

By: _____
Craig Cornelius

Its: President

Date: _____
June, 2022

TABLE OF CONTENTS

Page

**APPENDIX A-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

CONTRACT PRICE

1. Startup and Test Energy. The Contract Price per MWh for Startup and Test Energy (including associated Environmental Attributes and Capacity Rights) is equal to fifty percent (50%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2 below.
2. PV Delivered Energy. Commencing on the Commercial Operation Date, the Contract Price for PV Delivered Energy that is not Startup and Test Energy, Excess Energy or Excess Energy > 120% (including associated Environmental Attributes and Capacity Rights) is ~~\$24.85~~28.10 per MWh, as such price may be adjusted in accordance with the Agreement.
3. Excess Energy. The Contract Price per MWh for Excess Energy (including associated Environmental Attributes and Capacity Rights) is fifty percent (50%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2.
4. Excess Energy > 120%. The Contract Price per MWh for Excess Energy > 120% (including associated Environmental Attributes and Capacity Rights) is equal to twenty-five percent (25%) of the then-applicable price per MWh for PV Delivered Energy as provided in #2 above.

**APPENDIX B-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FACILITY, PERMITS AND OPERATOR**

1. Name of Facility: Daggett Solar Power 2 Facility

Location: City of Daggett, San Bernardino County, California
2. Owner: Daggett Solar Power 2 LLC
3. Operator: Clearway Renewable Operation & Maintenance LLC
4. Equipment:
 - (a) Type of Facility: Solar Photovoltaic and Battery Energy Storage System
 - (b) PV Contract Capacity: 65 MWac
 - (c) BESS Contract Capacity: 132 MWh (33 MW per hour for four (4) hours)
 - (d) Capacity Factor: 36.6%*
5. Expected Commercial Operation Date: ~~June 30,~~September 19, 2023

Guaranteed Commercial Operation Date (from Appendix I): ~~September 30,~~December 20, 2023
6. Permits:
 - (a) CEQA Determination
 - (b) Building Permit
 - (c) Grading Permit
 - (d) Other permits, if any, required for the construction and operation of the Facility.

* The actual Capacity Factor may vary depending on weather and other meteorological conditions, final Facility design and other factors, although the Annual Contract Quantities in Appendix C and the Guaranteed Delivered Energy levels are fixed for all purposes of the Agreement.

**APPENDIX B-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

MAP OF THE FACILITY



APPENDIX C
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
ANNUAL CONTRACT QUANTITY

Contract Year	Annual Contract Quantity, MWh	Guaranteed Delivered Energy (85% of Expected Annual Contract Quantity)
1	208,499	177,224
2	207,456	176,338
3	206,414	175,452
4	205,371	174,566
5	204,329	173,679
6	203,286	172,793
7	202,244	171,907
8	201,201	171,021
9	200,159	170,135
10	199,116	169,249
11	198,074	168,363
12	197,031	167,477
13	195,989	166,590
14	194,946	165,704
15	193,904	164,818
16	192,861	163,932
17	191,819	163,046
18	190,776	162,160
19	189,734	161,274
20	188,691	160,388

⁽¹⁾ The Annual Contract Quantity for the Initial Stub Year (“**Year 1 ACQ**”) shall be calculated based on the actual Commercial Operation Date of the Facility using the following formula:

$$\text{Year 1 ACQ} = 208,499 \text{ MWh} * \text{Annual Adjustment (as defined below)}$$

⁽²⁾ The Annual Contract Quantity for the Final Stub Year (“**Year 21 ACQ**”) shall be calculated based on the actual Commercial Operation Date of the Facility using the following formula:

$$\text{Year 21 ACQ} = 188,691 \text{ MWh} * \text{Annual Adjustment (as defined below)}$$

“**Annual Adjustment**” means the percentage, expressed as a decimal, of annual production for

**APPENDIX D
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF ATTESTATION**

_____(Seller)_____ **Environmental Attribute Attestation and Bill of Sale**

_____(“Seller”) hereby sells, transfers and delivers to Southern California Public Power Authority (“Buyer”) the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation from the Facility described below:

Facility name and location:

Fuel Type: _____ Capacity (MW): _____ Operational Date: _____
As applicable: CEC Reg. no. _____ Energy Admin. ID no. _____ Q.F. ID no. _____

<u>Dates</u>	<u>MWhs delivered</u>
_____ 20__	_____
_____ 20__	_____
_____ 20__	_____

in the amount of one Environmental Attribute or its equivalent for each MWh delivered.

Seller further attests, warrants and represents as follows:

- i) the information provided herein is true and correct;
- ii) its sale to Buyer is its one and only sale of the Environmental Attributes and associated Environmental Attribute Reporting Rights referenced herein;
- iii) the Facility generated and delivered to the grid the Energy in the amount indicated as undifferentiated Energy; and
- iv) Seller owns the Facility and each of the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the indicated Energy for delivery to the grid have been generated and sold by the Facility.

This serves as a bill of sale, transferring from Seller to Buyer all of Seller’s right, title and interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights associated with the generation of the Energy for delivery to the grid.

Contact Person/telephone: _____

APPENDIX E
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF LETTER OF CREDIT

IRREVOCABLE AND UNCONDITIONAL
STANDBY LETTER OF CREDIT NO. _____

Applicant:

[_____]

Beneficiary:

Southern 1160 Glendale,	California	Public Nicole CA	Power	Authority Court 91740
-------------------------------	------------	------------------------	-------	-----------------------------

Amount:

Expiration

Expiration Place:

Date:

Ladies and Gentlemen:

We hereby issue our Irrevocable and Unconditional Standby Letter of Credit in favor of the beneficiary by order and for the account of the applicant which is available at sight for USD \$XX,XXX,XXX by sight payment upon presentation to us at our office at **[bank's address]**,¹ of: (i) your written demand for payment containing the text of Exhibit I, (ii) your signed statement containing the text of Exhibit II, and (iii) the original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings) (the "Documents"). Drawings may be presented via fax to _____. The original Letter of Credit and documents are to be sent via overnight courier to our address indicated above.

A presentation under this Letter of Credit may be made only on a day, and during hours, in which such office is open for business, and payments can be effected via wire transfer (a "Business Day"). Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided that*

¹ Note to Issuer: The Letter of Credit must be payable in U.S. dollars within the continental U.S.

**APPENDIX F
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
INSURANCE**

I. GENERAL REQUIREMENTS

Within thirty (30) days after the Effective Date, Seller shall furnish Buyer evidence of commercial automobile liability, commercial general liability, excess liability, and workers' compensation coverage meeting the requirements set forth in this Appendix F from insurers acceptable to Buyer and in a form acceptable to the risk management section of the project manager for Buyer or acceptable to Buyer's agent for this purpose. Such insurance shall be maintained by Seller at Seller's sole cost and expense. Prior to the date on which each of Builders' Risk, Property All Risk and Professional Liability insurance is required to be obtained, Seller shall furnish Buyer evidence of coverage meeting the requirements of this Appendix F.

Such insurance shall not limit or qualify the liabilities and obligations of Seller assumed under this Agreement. Buyer shall not by reason of its inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by Buyer which may be applicable shall be deemed to be excess insurance and Seller's insurance is primary for purposes under this Agreement despite any conflicting provision in Seller's policies to the contrary.

Such insurance shall not be canceled without Seller first giving thirty (30) days' prior notice thereof (ten (10) days for non-payment of premium) to Executive Director, Southern California Public Power Authority, 1160 Nicole Court, Glendora, CA 91740.

Should any portion of the required insurance be on a "Claims Made" policy, Seller shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits, terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

**APPENDIX G
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
QUALITY ASSURANCE PROGRAM**

Seller shall implement a Quality Assurance (“Q/A”) Program to ensure that the performance of the Facility fulfills the Requirements. The Q/A Program shall provide assurance that the Facility will comply with the Requirements and the manufacturers’ or suppliers’ requirements for successful operation of the Facility.

Quality at Seller

Seller believes that quality is the unit of measure for assessing fulfillment of project goals. A quality project meets or exceeds the contract requirements and accepted standards of professional and industry practice. Furthermore, high quality projects are those that address client and societal needs more successfully than “low” quality projects. While this may seem like a straightforward definition, the process to ensure quality is much more involved and includes quality management, quality planning, quality control, quality assurance, a quality system, and total quality management.

“Quality assurance” refers to a process that reduces the potential for error throughout the phases of a project. On projects with a Q/A Program, the chances of producing a poor quality deliverable are substantially reduced. Quality control procedures are an integral part of quality assurance. Historically, industry has used the term “quality control” to indicate a checking procedure for verifying the quality of deliverables. This checking commonly occurs at the end of the process, long after an error may have been made and compounded by subsequent work. While quality control checks at the end of a project are an essential exercise, scheduled periodic reviews at each phase of project conceptual and final design are integral to the Seller’s Q/A Program. In addition, quality maintenance which meets or exceeds manufacturers’ or suppliers’ requirements and best industry practices must be an integral part of Seller’s Q/A Program.

The Quality Management Process

The surest way to achieve satisfactory quality is to adhere to a proven quality process. The term “quality” most accurately refers to a project’s ability to satisfy needs when considered as a whole and each part of the process meets or exceeds the standards of Prudent Utility Practices.

Seller’s project management team is responsible for proactively planning and directing the quality of the work process, services, and deliverables. Seller’s project management team targets the following areas to monitor quality:

**APPENDIX H
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

[RESERVED]

APPENDIX I
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

MILESTONE SCHEDULE

Pre-Commercial Operation Date				
No.	<u>Guaranteed Date</u>	<u>Milestone Description</u>	<u>Daily Liquidated Damages/Mitigation Plan</u>	<u>Security Deposit at Milestone Achievement</u>
1.	10 days following Effective Date	Provision of development security	Contractual provision without specific daily damages	\$100/kW
2.	Guaranteed Commercial Operation Date	Post-Commercial Operation Date security	Contractual provision without specific daily damages	\$150/kW
3.	Complete	Execute Site Control Agreements	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
4.	Complete	Execute Interconnection Agreement	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
5.	9 months prior to Guaranteed Commercial Operation Date	Execute Facility Financing documents	Mitigation Plan to maintain Guaranteed Commercial Operation Date	
6.	9 months prior to Guaranteed Commercial Operation Date	Construction Start Milestone: Begin construction of the Facility.	\$52,750.00/day for up to 180 days of delay (up to amount of Facility development security)	
7.	September 30, <u>December 20,</u> 2023	Guaranteed Commercial Operation Date	\$80,000.00/day for up to 180 days of delay (up to amount of Facility development security)	
Post-Commercial Operation Date				
8.	Within 6 months after COD	Proof of CEC Certification	Contractual provision without specific daily damages	
9.	On-going	Verification of WREGIS Registration (pre-COD, Seller must provide	Contractual provision without specific daily damages	

APPENDIX J
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

**AUTHORIZED REPRESENTATIVES;
BUYER AND SELLER BILLING, NOTIFICATION AND
SCHEDULING CONTACT INFORMATION**

1. **Authorized Representative.** The initial Authorized Representatives of Buyer and Seller pursuant to Section 14.1 are as follows:

1.1 Buyer:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: (626) 793-9364
Facsimile: (626) 704-9461
Email: projects@scppa.org

1.2 Seller:

4900 Scottsdale Road, Suite 5000
c/o Solar Asset Management LLC
Scottsdale, AZ 85251
Attn: VP Asset Management
Phone: 480-424-1240
Email: am@clearwayenergy.com

With a copy to:

5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Phone: 760-710-2187
Email: legalnotices@clearwayenergy.com

2. **Billings.** Billings and payments pursuant to ARTICLE XI and Appendix A-1 shall be transmitted to the following addresses:

APPENDIX K-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

**BESS PERFORMANCE GUARANTEES; ANNUAL PV SYSTEM AVAILABILITY
GUARANTEE**

A. BESS Performance Guarantees

- a. Round Trip Efficiency Performance Guarantee shall be the efficiency rate listed in the table below for the applicable Contract Year:

Contract Year	Efficiency Rate
1	86.8%
2	86.7%
3	86.5%
4	86.3%
5	86.1%
6	86.0%
7	85.8%
8	85.6%
9	85.5%
10	85.3%
11	85.1%
12	84.9%
13	84.8%
14	84.6%
15	84.4%
16	84.3%
17	84.1%
18	83.9%
19	83.8%
20	83.6%

APPENDIX K-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

**REMEDY CALCULATIONS FOR FAILURE OF BESS PERFORMANCE
GUARANTEES AND ANNUAL PV SYSTEM AVAILABILITY GUARANTEE**

- A. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Dischargeable Energy Performance Guarantee, the “***Dischargeable Energy Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{DE_y}{GDE_y}$$

- B. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Round Trip Efficiency Performance Guarantee, the “***Round Trip Efficiency Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

$$\frac{RTE_y}{RTE \text{ Performance Guarantee}_y}$$

- C. For purposes of determining the Adjusted BESS Capacity Price due to a failure of the Annual PV System Availability Guarantee, the “***Annual PV System Availability Adjustment Factor***” shall be equal to the result of the following formula (where y represents the applicable Contract Year that such guarantee is not satisfied):

APPENDIX K-3
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

STORAGE CAPACITY TEST PROCEDURES

PART I. GENERAL.

Each Storage Capacity Test shall be conducted in accordance with Prudent Utility Practices and the provisions of this Appendix K-3. For ease of reference, a Storage Capacity Test is sometimes referred to in this Appendix K-3 as a “**SCT**”. Buyer or its representative may be present for the SCT and may, for informational purposes only, use its own metering equipment (at Buyer’s sole cost).

PART II. REQUIREMENTS APPLICABLE TO ALL STORAGE CAPACITY TESTS.

A. Purpose of Test. Each SCT shall:

- (1) Determine the amount of Energy required to fully charge the BESS;
- (2) Determine the BESS charge ramp rate;
- (3) Determine the BESS discharge ramp rate;
- (4) Determine an updated Dischargeable Energy;
- (5) Determine an updated Round Trip Efficiency.

B. Test Elements. Each SCT shall include the following test elements:

- The measurement of charging energy exclusive of station use and electrical losses, as measured by the BESS Energy Meter or other mutually agreed meter, that is required to charge the BESS up to the Maximum Stored Energy Level (as defined in Appendix Q) Level not to exceed the BESS Contract Capacity (MWh) (“**Energy In**”);
- The measurement of discharging energy exclusive of station use and electrical losses, as measured by the BESS Energy Meter or other mutually agreed meter, that is discharged from the BESS to the Point of Delivery

APPENDIX L-1
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

FORM OF CONSTRUCTION START DATE CERTIFICATION

This certification (“***Certification***”) of the Construction Start Date is delivered by Daggett Solar Power 2 LLC (“***Seller***”) to Southern California Public Power Authority (“***Buyer***”) in accordance with the terms of that certain Power Purchase Agreement dated _____ (“***Agreement***”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

1. the engineering, procurement and construction contract related to the Facility was executed on _____;
2. the notice provided by Seller to EPC Contractor by which Seller authorizes the EPC Contractor to begin construction of the Facility without any delay or waiting periods was issued on _____ (attached); and
3. the Construction Start Date has occurred.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ____ day of _____.

DAGGETT SOLAR POWER 2 LLC

By: _____

Its: _____

Date: _____

APPENDIX L-2
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

FORM OF COMMERCIAL OPERATION DATE CERTIFICATION

In accordance with the terms of that certain Power Purchase Agreement dated as of [], ~~2021~~2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”) by and between Southern California Public Power Authority (“**Buyer**”) and Daggett Solar Power 2 LLC (“**Seller**”), in order to determine achievement of Commercial Operation of the Facility, Seller shall demonstrate to Buyer that the Facility is operating and able to produce and deliver Delivered Energy to Buyer in accordance with the terms of the Agreement by delivery of a Commercial Operation Date Certification (the “**Certificate**”), signed by an authorized representative of Seller as to all of the items below, and which shall include a certificate in the form attached hereto of an Independent Engineer, licensed in the State of California, regarding the Facility’s ability to deliver Delivered Energy and confirming the items set forth therein. Any capitalized term used herein but not defined in the Certificate shall have the meaning set forth in the Agreement. The Certificate shall be submitted by Seller, along with reasonable documentation as may be requested by Buyer, and certify as to the following:

1. All solar panels comprising the PV System have been installed in accordance with the manufacturer’s specifications.
2. The electrical collection system related to the solar panels referenced in paragraph (1) above is complete, functional, and energized for the Facility.
3. Seller’s collector substation is complete and capable of delivering an as-available product.
4. The Facility is operational and interconnected with the Point of Delivery and capable of delivering the Delivered Energy and receiving and storing the BESS Metered Input as required under the Agreement.
5. The battery comprising the BESS has been installed in accordance with the manufacturer’s specifications.
6. Copies of any documentation provided by the manufacturer of the solar panels referenced in paragraph (1) or the battery referenced in paragraph (5) (including a copy of the full BESS specifications) stating the solar panels or

APPENDIX 1
to
APPENDIX L-2
to
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

**FORM OF INDEPENDENT ENGINEER'S CERTIFICATE (COMMERCIAL
OPERATION DATE CERTIFICATE)**

This Independent Engineer Certificate is delivered by [*selected Independent Engineer*] ("***Independent Engineer***") in accordance with the terms of that certain Power Purchase Agreement dated as of [], ~~2021~~2022 (the "***Agreement***") by and between Southern California Public Power Authority ("***Buyer***") and Daggett Solar Power 2 LLC ("***Seller***"). Capitalized terms used herein but not defined in this Certificate shall have the meaning set forth in the Agreement.

In order to determine achievement of Commercial Operation of the Facility, Independent Engineer hereby certifies the following regarding the Facility's ability to deliver Delivered Energy:

1. Based on my professional judgment, after reasonable inquiry consistent with prudent industry practice, the solar panels comprising the PV System have been installed in accordance with the manufacturer's specifications.
2. The electrical collection system related to the solar panels referenced in paragraph (1) above is complete, functional, and energized for the Facility.
3. Seller's collector substation is complete and capable of delivering an as-available product.
4. The battery comprising the BESS has been installed in accordance with the manufacturer's specifications.
5. To the best of our knowledge, copies of any documentation provided by the manufacturer of the solar panels referenced in paragraph (1) or the battery referenced in paragraph (4) above (including a copy of the full BESS specifications) stating the solar panels or battery, as applicable, have been manufactured in accordance with such manufacturer's specifications,

**APPENDIX M
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
SITE CONTROL DOCUMENTS**

[To be provided by Seller.]

APPENDIX N
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

SALE LEASEBACK REQUIREMENTS

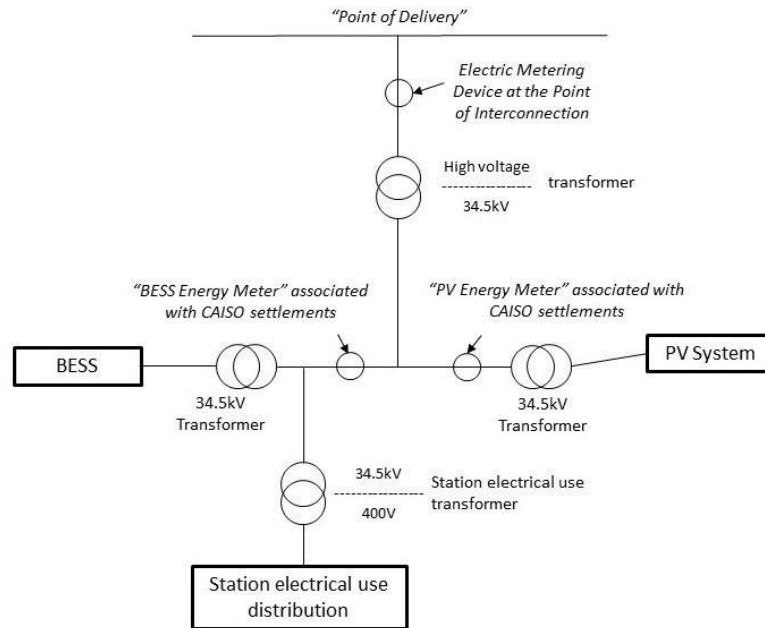
(a) Performance of Lease Obligations. Seller shall at all times keep, perform, observe and comply with, or cause to be kept, performed, observed and complied with, all material covenants, agreements, conditions and other provisions required to be kept, performed, observed and complied with by or on behalf of Seller from time to time pursuant to the Lease, and Seller shall not do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, would reasonably be expected to impair the rights of Seller under the Lease, or could be grounds for the Sale Leaseback Lessor to terminate the Lease.

(b) Notice of Default. Seller shall give Buyer immediate notice of (i) any default or of any event which, with the giving of notice or passage of time, or both, would become a default under the Lease or of the receipt by Seller of any notice from the Sale Leaseback Lessor thereof, or (ii) the commencement or threat of any action or proceeding or arbitration pertaining to the Lease. Buyer, at its option, may take any action (but shall not be obligated to take any action) from time to time deemed necessary or desirable by Buyer to prevent or cure, in whole or in part, any default by Seller under the Lease. Seller shall deliver to Buyer, promptly following service or delivery thereof on, to or by Seller, a copy of each petition, summons, complaint, notice of motion, order to show cause and other pleading or paper, however designated, which shall be served or delivered in connection with any such action, proceeding or arbitration.

(c) Sale Leaseback Lessor Bankruptcy. In the event of the termination, rejection, or disaffirmance by Sale Leaseback Lessor (or by any receiver, trustee, custodian, or other party that succeeds to the rights of the Sale Leaseback Lessor) under the Lease pursuant to the Bankruptcy Code (U.S.C. §§ 101 et seq.), Seller shall cooperate and work in good faith with Buyer to exercise Seller's rights under Section 365 of the Bankruptcy Code (including, without limitation, the election available pursuant to Section 365(h) of the Bankruptcy Code, and any successor provision) in a manner consistent with and in furtherance of the purpose of the Agreement and Buyer's interests in the Agreement (by which Seller acknowledges the importance of the Lease as security). Without limiting the generality of the foregoing sentence, Seller shall not, without Buyer's prior written consent, which shall not be unreasonably withheld, elect to treat the Lease or the leasehold estate created thereby as terminated under Section 365 of the Bankruptcy Code, after rejection or disaffirmance of the Lease by the Sale Leaseback Lessor (whether as debtor in possession or otherwise) or by any trustee of the Sale Leaseback Lessor, and any such election made without such consent shall be void at inception and of no force or effect. At the request of Buyer, Seller will join in any election made by Buyer under the Bankruptcy Code and will take no action in contravention of the rights granted to Buyer pursuant this Section (c). In the event

APPENDIX O
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

METERING DIAGRAM



**APPENDIX P
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC
FORM OF CONSENT AND AGREEMENT**

CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT (this “Consent”), dated as of _____, 202__, is executed by and among Southern California Public Power Authority, a public entity and joint powers authority formed and organized pursuant to the California Joint Exercise of Powers Act (California Government Code Section 6500, et seq.) (“Buyer”), [____], in its capacity as collateral agent for the Secured Parties (as defined in the below defined Financing Agreement) (together with its successors and permitted assigns in such capacity, the “Collateral Agent”) and Daggett Solar Power 2 LLC, a Delaware limited liability company (“Seller”). Each of Buyer, Seller and the Collateral Agent is referred to under this Agreement as a “Party,” and together they are referred to as the “Parties”. Capitalized terms used but not defined herein shall have the meanings set forth in the PPA (as defined below) in effect on the date hereof.

RECITALS

A. [_____] (“Borrower”)[, an indirect owner of Seller,] has entered into that certain Financing Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), with the financial institutions from time to time party thereto as lenders and letter of credit issuing banks (collectively, the “Lenders”), [____], as administrative agent for the Lenders, the Collateral Agent, and the other agents and Persons party thereto, pursuant to which the Lenders have agreed to extend financing to Borrower, the proceeds of which are to be utilized for the construction, ownership, operation and maintenance of an approximately 65 MWac solar-powered electric generating facility (the “PV System”) and 132 MWh battery energy storage system (“BESS” and, together with the PV System, the “Facility”, as further described in the PPA) located in San Bernardino County, California.

B. Seller and Collateral Agent have entered into a [Guarantee and Security Agreement], dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) under which Seller collaterally assigned its interest under the PPA to Collateral Agent as collateral for the credit facilities under the Financing Agreement and a deed of trust or mortgage under which Seller has granted to Collateral Agent a lien on the Facility to be recorded in San Bernardino County, California (the “Financing Deed of Trust”). Additionally, [_____] (“Pledgor”) has entered into a [Guarantee, Pledge and Security Agreement], dated as of the date hereof (as amended, amended

APPENDIX Q
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

OPERATING RESTRICTIONS

A. BESS Operating Restrictions

The BESS shall be subject to the following Operating Restrictions:

	Description	Value	Notes
1.	BESS Contract Capacity	33 MW	
2.	Maximum Stored Energy Level	33 MW for 4 hours	
3.	Minimum Stored Energy Level	0 MWh	Maximum time at Minimum Stored Energy Level is 100hrs
4.	Maximum Charging Capacity	33 MW	
5.	Minimum Charging Capacity	0 MW	
6.	Maximum Discharging Capacity	33 MW	
7.	Minimum Discharging Capacity	0 MW	
8.	Maximum State of Charge (SOC) during Charging	100 %	SOC is relative to Maximum Stored Energy Level
9.	Minimum State of Charge (SOC) during Discharging	0 %	SOC is relative to Maximum Stored Energy Level
10.	Annual Average State of Charge Range (SOC)	<40%	Measured during each Contract Year
11.	Annual Cycle Limit	365 cycles / year	One (1) cycle is equal to 1 kWh throughput per kWh calculated by the product of the Storage Contract Capacity and discharge hours Not to exceed the stated value Measured during each Contract Year

**APPENDIX R
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

APPROVED VENDORS

Solar Panels:
JA Solar
Trina
Longi
Canadian Solar
[Waaree](#)

Batteries:
Wärtsilä
CATL
Samsung SSDI

**APPENDIX S
TO
POWER PURCHASE AGREEMENT,
DATED AS OF [], ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC**

LEGAL OPINIONS

1. Based solely upon our review of the Opinion Party's articles of organization and the Good Standing Certificates, the Opinion Party is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware, is qualified to do business in, and is in good standing under the laws of, the State of California, and has all requisite limited liability company power and authority to execute, deliver, and perform its obligations under the Agreement.

2. The execution and delivery by the Opinion Party of the Agreement, and the performance by the Opinion Party of its obligations thereunder, have been duly authorized by all necessary limited liability company action on the part of the Opinion Party. The Opinion Party has duly executed and delivered the Agreement.

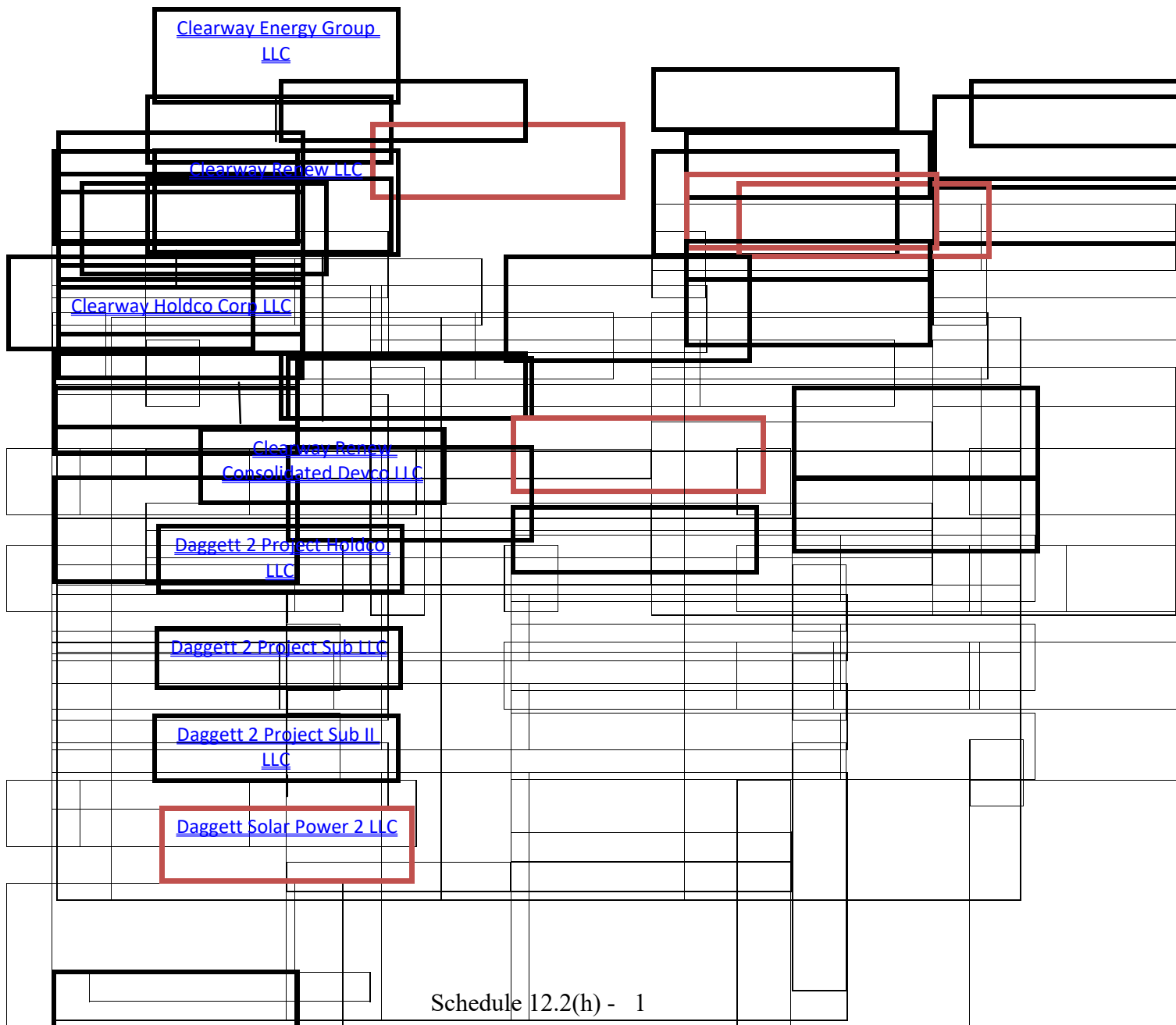
3. The Agreement constitutes the legally valid and binding obligation of the Opinion Party, enforceable against the Opinion Party in accordance with its terms, in each case except (a) as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, or other similar laws relating to or affecting the rights of creditors generally and (b) as the enforceability of the Agreement is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including without limitation (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy, and (ii) concepts of materiality, reasonableness, good faith and fair dealing.

4. Neither the Opinion Party's execution and delivery of the Agreement, nor the performance by the Opinion Party of its obligations thereunder, violates (a) any law or regulation of the United States of America, the State of California, or the State of Delaware applicable to the Opinion Party, (b) any provision of the Opinion Party's articles of organization and limited liability company agreement, or (c) any judgment, order, writ, injunction or decree, in each case, that is binding on the Opinion Party.

5. No authorization, consent, or other approval of, or registration, declaration, or other filing (a) with any governmental authority of the United States of America, the State of California, or the State of Delaware is required on the part of the Opinion Party for the execution and delivery by the Opinion Party of the Agreement, or (b) under any law or regulation of the United States, the State of California, or the State of Delaware is required on the part of the Opinion Party for the performance by the Opinion Party of its obligations under the Agreement,

SCHEDULE 12.2(h)
TO
POWER PURCHASE AGREEMENT,
DATED AS OF , ~~2021~~2022
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
DAGGETT SOLAR POWER 2 LLC

UPSTREAM EQUITY OWNERS, SELLER'S ULTIMATE PARENT AND
ORGANIZATIONAL AND OWNERSHIP STRUCTURE OF SELLER AND UPSTREAM
EQUITY OWNERS



City Council Agenda Item Report

Submitted by: Jessica Balandran
Submitting Department: Public Utilities
Meeting Date: June 21, 2022

SUBJECT

Cancellation of Vernon's Transmission Owner Tariff

Recommendation:

- A. Find that the proposed action does not constitute a "project" pursuant to Section 15378(b)(2) of the Guidelines to the California Environmental Quality Act (CEQA) because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt in accordance with CEQA Guidelines Section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment; and
- B. Adopt Resolution 2022-21 approving the cancellation of Vernon's Transmission Owner Tariff.

Background:

The City of Vernon is a Participating Transmission Owner (PTO) in the California Independent System Operator Corporation (CAISO). Vernon was provided PTO status solely because it turned over operational control of its three existing transmission contracts to the CAISO's operational control. The City's three existing transmission contracts are: (i) an agreement with the City of Los Angeles Department of Water and Power entitled "Los Angeles-Vernon Adelanto-Victorville-Lugo Firm Transmission Service Agreement" (the LAWDP ETC); (ii) an agreement with Southern California Edison Company (SCE) entitled "Amended and Restated Edison-Vernon Victorville-Lugo Firm Transmission Service Agreement" (the SCE Victorville-Lugo ETC); and (iii) an agreement with SCE entitled "Amended and Restated Edison-Vernon Mead Firm Transmission Services Agreement" (the SCE Mead ETC).

The relationship between the City as a PTO and CAISO is governed by the CAISO's Transmission Control Agreement (TCA) which sets forth the specific duties and obligations of all PTOs, including the filing of a Transmission Owner Tariff (TO Tariff) with the Federal Energy Regulatory Commission (FERC), in which a PTO sets forth its charges for transmission access to the CAISO Controlled Grid. The TO Tariff filed with FERC sets forth Vernon's Transmission Revenue Requirement (TRR) for its high voltage transmission facilities and entitlements under the CAISO's operational control. While the City does not own any transmission assets and has no high voltage transmission facilities, the Transmission Revenue Requirement (TRR) merely includes a pass-through of the costs of the three existing transmission contracts incurred by the City. The TRR for each PTO is included in the formula used by the CAISO to develop the transmission access charges for the use of the CAISO transmission grid.

Consequently, the City has determined that its three existing transmission contracts are no longer economically beneficial and decided to terminate each of them, which results in the need to cancel the City's TO Tariff on file with FERC and terminate its participation in the CAISO as a PTO. The City has provided notices of termination of the existing transmission contracts with SCE and LADWP, each with an effective date for the termination of October 7,

2022. SCE and LADWP have confirmed in writing that termination of the existing transmission contracts will be effective October 7, 2022. In addition, the CAISO has also confirmed that it can accommodate the City's termination date of October 7, 2022.

The City provided the CAISO with a notice of withdrawal from the TCA, with an effective date of November 1, 2022. On May 17, 2022, the CAISO posted on its website the City's notice of withdrawal from the TCA. The CAISO has more recently indicated that the CAISO will be able to file an amendment of the TCA to withdraw Vernon as a signatory to the agreement effective October 7, 2022. To effectuate the City's termination of participation in the CAISO as a PTO, the City must provide FERC notice of cancellation of its TO Tariff on file with FERC.

In addition to being a PTO, the City is a metered subsystem (MSS) in the CAISO. After the City ceases to be a PTO with the CAISO upon cancellation of its TO Tariff and withdrawal from the TCA, the City will continue to operate under the MSS agreement with the CAISO. As a non- PTO MSS, the City will be assessed wheeling access charges for transmission service based on wheel-through transactions from or across the CAISO grid. The basis for wheeling access charge assessment by the CAISO will change from the current gross load basis to a net load basis.

Currently, the City is assessed the CAISO's transmission access charges based on gross electric load. The City's termination of its participation in the CAISO as a PTO will allow the City to net its electric load with internal generation for wheeling access charge assessment purposes, potentially lowering the City's costs.

Therefore, staff recommends the City Council approve the cancellation of the TO Tariff. Cancellation of the City's TO Tariff will not result in increased rates to the City's electric customers; as a result, no public hearing is necessary.

Fiscal Impact:

The fiscal impact is unknown at this time, although the basis for the wheeling access charge assessment by the CAISO will change from the current gross load basis to a net load basis, potentially lowering the City's costs.

Attachments:

1. [Resolution No. 2022-21](#)
2. [Draft Transmission Owner Tariff Termination Filing](#)

RESOLUTION NO. 2022-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING THE CANCELLATION OF VERNON'S TRANSMISSION OWNER TARIFF

SECTION 1. Recitals.

- A. The City of Vernon (City) is a chartered municipal corporation of the State of California that owns and operates a system for the generation, purchase, transmission, distribution and sale of electric capacity and energy.
- B. The City is a Participating Transmission Owner (PTO) with the California Independent System Operator (CAISO) by virtue of it having turned over operational control of its three existing transmission contracts to the CAISO's operational control.
- C. The City's three existing transmission contracts are: (i) an agreement with the City of Los Angeles Department of Water and Power entitled "Los Angeles-Vernon Adelanto-Victorville-Lugo Firm Transmission Service Agreement" (the LAWDP ETC); (ii) an agreement with Southern California Edison Company (SCE) entitled "Amended and Restated Edison-Vernon Victorville-Lugo Firm Transmission Service Agreement" (the SCE Victorville-Lugo ETC); and (iii) an agreement with SCE entitled "Amended and Restated Edison-Vernon Mead Firm Transmission Services Agreement" (the SCE Mead ETC). Two of the three existing transmission contracts are with SCE; the remaining is with the Los Angeles Department of Water and Power (LADWP).
- D. The relationship between the City as a PTO and CAISO is governed by the CAISO's Transmission Control Agreement (TCA) which sets forth the specific duties and obligations of all PTOs, including the filing of a Transmission Owner Tariff (TO Tariff) with the Federal Energy Regulatory Commission (FERC) as the means by which a PTO sets forth its charges for transmission access to the CAISO Controlled Grid.
- E. The City's TO Tariff filed at FERC sets forth the City's Transmission Revenue Requirement (TRR) for its high voltage transmission facilities and entitlements placed under the ISO's operational control. The City has no high voltage transmission facilities, so the City's TRR merely includes a pass-through of the costs of the three existing transmission contracts incurred by the City. The TRR for each PTO is then included in the formula used by the CAISO to develop the CAISO's transmission access charges for use of the CAISO transmission grid.
- F. On October 19, 2021, the City Council adopted Resolution No. 2021-32 approving, among other things, the establishment of the City's most recently revised TRR and Appendix I to the TO Tariff implementing the revised TRR, to be effective January 1, 2022.
- G. Further, the TO Tariff provides for the use of a Transmission Revenue Balancing

Account Adjustment (TRBAA) to ensure that all transmission revenue credits and other credits flow through to CAISO Tariff and TO Tariff transmission customers.

H. On October 19, 2021, the City Council adopted Resolution No. 2021-33 approving, pursuant to the TO Tariff, the establishment of the City's revised TRBAA for 2022, and revised Appendix I to the TO Tariff implementing the revised TRBAA for 2022, to be effective on January 1, 2022.

I. The City has determined that its three existing transmission contracts are no longer economically beneficial and has decided to terminate each of them, which results in the need to cancel the City's TO Tariff on file with FERC, and terminate its participation in the CAISO as a PTO by withdrawing from the TCA.

J. In order to effectuate the City's termination of participation in the CAISO as a PTO, the City must request FERC approval to cancel its TO Tariff on file with FERC. Cancellation of the TO Tariff includes termination of the City's TRR and TRBAA tariff mechanisms.

K. Once the TO Tariff cancellation filing is accepted by FERC, the CAISO has indicated it will submit to FERC an amendment to the TCA withdrawing the City as a signatory.

L. In addition to being a PTO, the City is also a metered subsystem (MSS) in the CAISO. After the City ceases to be a PTO with the CAISO upon cancellation of its TO Tariff and withdrawal from the TCA, the City will continue to operate under the metered subsystem agreement it has with the CAISO. As a non-PTO MSS, the City will be assessed wheeling access charges for transmission service based on wheel-through transactions from or across the CAISO grid. The basis for wheeling access charge assessment by the CAISO will change from the current gross load basis to a net load basis.

M. The Public Utilities Department has recommended the cancellation of the City's TO Tariff. This cancellation will not result in any new or increased service charges or assessments to the City's ratepayers.

N. The City Council desires to approve the cancellation of the City's TO Tariff.

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

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

SECTION 3. The City Council of the City of Vernon finds that this action does

not constitute a “project” pursuant to section 15378(b)(2) of the Guidelines to the California Environmental Quality Act (CEQA), because such action constitutes an administrative activity; and even if the adoption of the proposed item did constitute a project, it would be exempt in accordance with CEQA Guidelines section 15061(b)(3), the general rule that CEQA only applies to projects that may have an effect on the environment.

SECTION 4. The City Council of the City of Vernon hereby further finds and determines there are compelling reasons to justify the cancellation of the City’s TO Tariff to be effective October 7, 2022, concurrent with the termination of the City’s existing transmission contracts.

SECTION 5. The City Council of the City of Vernon hereby declares that in no way shall this Resolution affect the City Council’s adoption or determination of any previous Resolution related to the City’s TO Tariff TRR or TRBAA adjustments.

SECTION 6. The City Council of the City of Vernon hereby approves the cancellation of the City’s TO Tariff effective October 7, 2022, as described in the Public Utilities Department Report dated June 21, 2022.

SECTION 7. The City Council of the City of Vernon hereby authorizes outside counsel to submit the City’s TO Tariff Cancellation filing and any necessary supporting documentation, to FERC on behalf of the City of Vernon.

SECTION 8. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 21st day of June, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney



WALLACE L. DUNCAN (1937-2008)
EDWARD WEINBERG (1918-1995)
JEFFREY C. GENZER
THOMAS L. RUDEBUSCH
MICHAEL R. POSTAR
LISA S. GAST
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JAMES D. PEMBROKE
ROBERT WEINBERG

*REGISTERED TO PRACTICE BEFORE
U.S. PATENT AND TRADEMARK OFFICE

** NOT ADMITTED IN D. C.; SUPERVISION
BY PRINCIPALS OF THE FIRM, MEMBERS
OF THE DC BAR

June 24, 2022

Via Electronic Filing

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street NE
Washington, DC 20426

Re: **City of Vernon, California, Docket No. NJ22-____**
Notice of Cancellation of Transmission Owner Tariff

Dear Ms. Bose:

The City of Vernon, California (“Vernon” or “the City”) hereby submits and respectfully requests that the Commission accept for filing Vernon’s Notice of Cancellation of its Transmission Owner Tariff (“TO Tariff”) effective October 7, 2022.

As support for its filing, Vernon offers the following:

I. Background

Vernon is currently a Participating Transmission Owner (“PTO”) with the California Independent System Operator Corporation (“CAISO”) by virtue of it having turned over operational control of its three Existing Transmission Contracts (“ETCs”) to the CAISO’s operational control,¹ and executing the CAISO’s Transmission Control

¹ Two of the three ETCs are with Southern California Edison Company (“SCE”); the remaining ETC is with Los Angeles Department of Water and Power (“LADWP”). Typically, an entity turns over operational control of transmission assets to the CAISO in becoming a PTO with the CAISO, as well as any ETC Entitlements; Vernon does not own any transmission assets.

Agreement (“TCA”).² Vernon has no transmission assets other than the ETCs. As the means by which Vernon, as a PTO, has set forth Vernon’s charges for transmission access to the CAISO Controlled Grid, Vernon initially filed its TO Tariff with the Commission in Docket No. EL00-105-000, effective January 1, 2001.

Vernon has determined that its ETCs are no longer economically beneficial, and for that reason has decided to terminate its three ETCs. After termination of its ETCs, Vernon will have no transmission assets or Entitlements under CAISO’s operational control. As Vernon’s TO Tariff merely serves as a mechanism to pass through the costs of its ETCs, without its ETCs Vernon’s TO Tariff will serve no purpose, and accordingly Vernon is filing this Notice of Cancellation of its TO Tariff. Additionally, without any transmission assets or Entitlements under CAISO operational control, Vernon will be terminating its participation with the CAISO as a PTO through withdrawal from the TCA. Vernon will continue to participate in the CAISO markets as a metered subsystem (“MSS”) in the CAISO and will continue to operate under the MSS Agreement, the currently effective version of which is on file with the Commission in Docket No. ER14-2032.

Vernon has been in close coordination with SCE, LADWP and the CAISO regarding its desire to terminate each of its ETCs, terminate its participation with the CAISO as a PTO and withdraw as a signatory to the TCA, cancel its TO Tariff, and prepare a final accounting of its Transmission Revenue Requirement (“TRR”) and Transmission Revenue Balancing Account (“TRBA”). Each understands Vernon’s intent and has indicated consent.

A. Vernon Is Terminating Its Three ETCs Effective October 7, 2022

As noted above, Vernon has three ETCs which it had turned over to the operational control of the CAISO; two of Vernon’s ETCs are with SCE, the other is with LADWP. Vernon’s ETCs with SCE are:

Southern California Edison Company – City of Vernon Mead Firm Transmission Service Agreement (FERC Rate Schedule No. 207), as amended by the 2009 Settlement in FERC Docket Nos. ER08-1343-000, et al.

Southern California Edison Company – City of Vernon Victorville-Lugo Firm Transmission Service Agreement (FERC Rate Schedule No. 360), as amended by the 2009 settlement in FERC Docket Nos. ER08-1343-000, et al.

The 2009 settlement in FERC Docket Nos. ER08-1343-000, et al., allows Vernon to terminate these agreements with eight (8) months’ notice to SCE. After coordination and consultation with SCE as to Vernon’s plan to terminate each of its ETCs and terminate its participation as a PTO with the CAISO, Vernon submitted the required

² The currently effective version of the TCA, which includes Vernon as a signatory, is on file with the Commission as California Independent System Operator Corporation, FERC Electric Tariff No. 7, Fourth Replacement Transmission Control Agreement (Effective Date: July 3, 2012).

formal Notices of Termination to SCE on February 7, 2022, requesting an effective date for termination of the ETCs of October 7, 2022.³ On February 23, 2022, Vernon received confirmation of receipt of the two Notices of Termination by SCE, and confirmation of the requested effective date of October 7, 2022.⁴

As these two agreements between SCE and Vernon are FERC-jurisdictional, SCE has confirmed that it will timely file with FERC the notices of termination such that termination of the two ETCs will be effective October 7, 2022.

The third of Vernon's ETCs is with LADWP:

Los Angeles – Vernon Adelanto – Victorville/Lugo Firm Transmission Service Agreement between the City of Los Angeles Department of Water and Power and the City of Vernon (August 18, 1992)

This ETC provides that termination may occur on a date mutually agreed upon by the Parties. Upon coordination and consultation with LADWP as to Vernon's plan to terminate each of its ETCs and terminate its participation as a PTO with the CAISO, Vernon submitted a formal Notice of Termination to LADWP on February 7, 2022, seeking agreement to terminate Vernon's ETC with LADWP concurrent with the termination date of Vernon's ETCs with SCE, October 7, 2022.⁵ On March 16, 2022, Vernon received confirmation of receipt of the Notice of Termination by LADWP, confirming that termination of the ETC will be effective October 7, 2022.⁶

As the agreement between LADWP and Vernon is not FERC-jurisdictional, no filing at FERC will be made to effectuate this termination.

B. Vernon Is Withdrawing From the CAISO's TCA and Terminating Its Participation As a PTO With the CAISO Effective October 7, 2022

Upon coordination and consultation with the CAISO as to Vernon's plan to terminate each of its ETCs and terminate its participation as a PTO with the CAISO, Vernon sent a letter to the CAISO dated February 7, 2022, indicating its intent to withdraw from the TCA subject to Section 3.3.2 and 4.4.2 of the TCA, through the release of Vernon's Entitlements to SCE and LADWP.⁷

On April 22, 2022, CAISO provided its formal Response to Vernon's Notice of Intent to withdraw from the TCA and cease its participation with the CAISO as a PTO.⁸ In its Response, CAISO noted that: (1) SCE is currently a PTO with the CAISO while

³ See Attachment 1.

⁴ See Attachment 2.

⁵ See Attachment 3.

⁶ See Attachment 4.

⁷ See Attachment 5.

⁸ See Attachment 6.

LADWP is not, (2) in accordance with the TCA, the sale, assignment, release, or transfer of an Entitlement to a non-Participating TO shall not occur without written consent from the CAISO, and (3) the CAISO does not oppose the sale, assignment, release or transfer of Vernon's Entitlements to LADWP, understanding that this will remove the associated capacity on the Adelanto – Victorville/Lugo transmission path from the operational control of the CAISO.

The CAISO also recognized in its Response that Vernon's withdrawal from the TCA would only be effective following the receipt of all necessary regulatory approvals, including the filing and approval of the instant filing – the Notice of Cancellation of Vernon's TO Tariff by the Commission. The CAISO noted in its Response its expectation that such a filing at FERC would be made in advance of any necessary amendments to the TCA required to affect Vernon's withdrawal as a PTO, and that all regulatory approvals would be required to be in effect prior to the effective date of the withdrawal, which the CAISO requires to be the first day of a month.

On May 5, 2022, consistent with the CAISO's instruction at that time, Vernon submitted its formal Notice of Withdrawal from the TCA, effective November 1, 2022 (the first day of the month following the effective date of the termination of Vernon's ETCs with SCE and LADWP).⁹ As required by Section 3.3.4 of the TCA, the CAISO posted Vernon's Notice on the CAISO public website and sent a courtesy notice to the listed contacts of all signatories to the TCA on May 17, 2022.¹⁰ The CAISO more recently indicated that if FERC accepts Vernon's filing for acceptance of the cancellation of its' TO Tariff to be effective October 7, 2022, the CAISO will be able to file an amendment of the TCA to withdraw Vernon as a signatory to the agreement, effective October 7, 2022.¹¹

II. Notice of Cancellation of Vernon's TO Tariff Effective October 7, 2022

Vernon's TO Tariff, filed with the Commission in Docket No. EL00-105-000, was made effective January 1, 2001. Vernon's TO Tariff sets forth Vernon's TRR for its Entitlements placed under the CAISO's operational control, as well as terms and conditions relating to transmission expansion of, and interconnection with, any transmission and Entitlements of Vernon placed under CAISO's operational control. Vernon's only Entitlements are the above-described ETCs with SCE and LADWP.

As explained above, Vernon will be terminating its three ETCs, which comprise the only transmission Entitlements Vernon turned over to CAISO operational control, effective October 7, 2022. With the termination of those ETCs, Vernon will have no transmission assets, and therefore no TRR, and Vernon's TO Tariff becomes

⁹ See Attachment 7.

¹⁰ <http://www.caiso.com/Documents/City-of-Vernon-Notice-to-Withdraw-from-Transmission-Control-Agreement-May5-2022.pdf>

¹¹ The CAISO has advised Vernon that it would be preferable to align the cancellation of the TO Tariff and the amendment of the TCA to withdraw Vernon as a Participating TO such that both are effective on the same date.

meaningless. For this reason, Vernon is requesting that the Commission accept this filing of its Notice of Cancellation of Vernon's TO Tariff, effective October 7, 2022. Vernon submits as Attachment 8 the Notice of Cancellation of Vernon's TO Tariff.

III. Vernon Will Make a Filing When CAISO Final Settlement is Known

Because several of the components which comprise Vernon's TRR, as well as the TRBAA, are based on projected amounts subject to true-up when actual costs become available, Vernon commits to submitting a filing to the Commission, consistent with Section 8.3 of Appendix F, Schedule 3 of the CAISO Tariff, accounting for the final settlement of Vernon's TRR and TRBA between Vernon and the CAISO when such final settlement is known.

IV. Requested Effective Date for Notice of Cancellation of TO Tariff, and Information Regarding Related Filings

A. Effective Date for Notice of Cancellation of TO Tariff

Vernon requests the Commission issue an order on Vernon's Notice of Cancellation of Vernon's TO Tariff for filing and acceptance no later than August 24, 2022 (60 days after June 24, 2022, the date the instant filing was submitted) with an effective date of October 7, 2022, so that the TO Tariff cancellation effective date will be concurrent with the effective date of the termination of Vernon's three ETCs.

B. Information Regarding Anticipated Related Filings

Given that there are several interrelated pieces to Vernon's plans to terminate its three ETCs and terminate its participation as a PTO with the CAISO, including the instant Notice of Cancellation of its TO Tariff, SCE's anticipated filing of the termination of Vernon's two FERC-jurisdictional ETCs, and the CAISO's anticipated filing of an amendment to the TCA to remove Vernon as a signatory to the TCA, Vernon respectfully submits the following for the Commission's convenience.

SCE has indicated that it will timely file with FERC (no later than August 8, 2022, 60 days before the requested effective date) notices of termination of Vernon's two FERC-jurisdictional ETCs, requesting an effective date of October 7, 2022.

CAISO has indicated that assuming FERC issues an order approving Vernon's Notice of Cancellation of Vernon's TO Tariff no later than the anticipated date of August 24, 2022, CAISO will file an amendment to the TCA to remove Vernon as a signatory no later than August 5, 2022 (60 days before the requested effective date), requesting an effective date of October 7, 2022.

V. Preservation of Vernon Positions

Vernon is a municipal electric system that is exempt from Commission jurisdiction under Section 201(f) of the Federal Power Act.¹² As Vernon has consistently stated in its Commission filings, while Vernon pledges its continued cooperation in matters relating to its status as a PTO, including this filing which Vernon submits as one element of discontinuing its participation as a PTO, it does not by this filing consent to any Commission jurisdiction or authority other than that provided by the Commission's existing orders in Docket Nos. EL00-105 and EL08-54.¹³

VI. Request for Waivers

While Vernon is unaware of any fees applicable to this filing, out of an abundance of caution, Vernon requests that the Commission waive any fees it may otherwise deem applicable to this filing. As a municipality, Vernon is exempt from any filing fee.¹⁴ Additionally, Vernon requests that the Commission grant any waivers it may deem necessary to allow the Cancellation of Vernon's TO Tariff to go into effect on October 7, 2022.

VII. Documents Submitted

The documents submitted with this electronic filing are this Transmittal Letter and the following attachments:

Attachment 1: City of Vernon 2-7-22 Notice of Termination of Southern California Edison Company – City of Vernon Mead Firm Transmission Service Agreement (FERC Rate Schedule No. 207) and Notice of Termination of Southern California Edison Company – City of Vernon Victorville-Lugo Firm Transmission Service Agreement (FERC Rate Schedule No. 360)

Attachment 2: Southern California Edison Company 2-23-22 e-mail confirming receipt of (Attachment 1) Notices of Termination

Attachment 3: City of Vernon 2-7-22 Notice of Termination of Los Angeles – Vernon Adelanto – Victorville/Lugo Firm Transmission Service Agreement Between City of Los Angeles Department of Water and power and the City of Vernon

¹² 16 U.S.C. § 824(f) (“No provision in this subchapter shall apply to, or be deemed to include . . . a State or any political subdivision of a State . . . or any agency, authority, or instrumentality of any one or more of the foregoing . . .”).

¹³ *See, e.g., City of Vernon*, 124 FERC ¶ 61,005, P 14 (2008) (noting that the Commission “lacks jurisdiction over Vernon’s transmission rates under FPA section 205,” but may nonetheless “review Vernon’s TRR because it is a component of the jurisdictional CAISO [Transmission Access Charge]”).

¹⁴ 18 C.F.R. § 381.108(a); *see also City of Vernon*, 166 FERC ¶ 61,086, P 9 (2019) (“[W]e agree that Vernon, as a municipality, is exempt from the payment of any fees associated with this filing.”) (citing 18 C.F.R. 381.108(a)).

Attachment 4: Los Angeles Department of Water and Power 3-16-22 Letter confirming receipt of (Attachment 3) Notice of Termination

Attachment 5: City of Vernon 2-7-22 Notice of Intent to Withdraw from the Transmission Control Agreement and Request for CAISO Assistance

Attachment 6: CAISO 4-22-22 Response to City of Vernon's Notice of Intent to Withdraw from the Transmission Control Agreement

Attachment 7: City of Vernon 5-5-22 Notice of Withdrawal from the Transmission Control Agreement

Attachment 8: e-Tariff Notice of Cancellation

In addition, the e-Tariff Notice of Cancellation is being provided to the Commission in RTF format with metadata included, as required by the Commission's electronic tariff filing rules.¹⁵

VIII. Service

An electronic copy of this filing will be served upon all parties to Docket No. NJ22-2-000 and each person listed as a "Designated Representative" to a CAISO Participating Transmission Owner, as posted on the CAISO's website on the date of this filing, as well as the CAISO and the California Public Utilities Commission.

IX. Correspondence

Vernon requests that all correspondence, pleadings and other communications concerning this filing be served upon the following individuals:

Abraham Alemu
General Manager of Public Utilities
City of Vernon
4305 Santa Fe Avenue
Vernon, California 90058
Tel: (323) 826-3643
aalemu@ci.vernon.ca.us

Lisa S. Gast
Peter J. Scanlon
Duncan, Weinberg, Genzer
& Pembroke, P.C.
1667 Street, NW #700
Washington, DC 20006
Tel: (202) 467-6370
lsg@dwgp.com
pjs@dwgp.com

¹⁵ See *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008), *clarified*, Order 714-A, 147 FERC ¶ 61,115 (2014).

X. Conclusion

For the foregoing reasons, Vernon respectfully requests that the Commission accept for filing the cancellation of its Transmission Owner Tariff effective October 7, 2022.

Sincerely,

/s/ Lisa S. Gast
Lisa S. Gast
Peter J. Scanlon
*Attorneys for City of Vernon,
California*

Attachments

cc: Designated Representatives to CAISO Participating Transmission Owners, CAISO, and the California Public Utilities Commission.

Attachment 1



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

February 7, 2022

Flaviu Macavei
Contract Manager
Grid Contract Management | Transmission & Distribution
Southern California Edison Company
2244 Walnut Grove
Rosemead CA 91770
T. 626-302-9845

RE: Notice of Termination of Southern California Edison Company – City of Vernon Mead Firm Transmission Service Agreement (FERC Rate Schedule No. 207)

Dear Mr. Macavei:

Pursuant to Section 5.4 of the Southern California Edison Company – City of Vernon Mead Firm Transmission Service Agreement (FERC Rate Schedule No. 207), as amended by the 2009 Settlement in FERC Docket Nos. ER08-1343 and ER08-1353, the City of Vernon hereby provides its Notice of Termination with the required eight (8) months' notice. Therefore, FERC Rate Schedule No. 207 will terminate effective October 7, 2022.

Please confirm receipt of this Notice of Termination, as well as the effective date of such Termination.

Best,

Abraham Alemu
General Manager
Vernon Public Utilities

cc: Melanie Seader (SCE)
Mark McGregor (SCE)
Ramzi Raufdeen (Vernon)
Lisa Gast (DWGP)

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4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

February 7, 2022

Flaviu Macavei
Contract Manager
Grid Contract Management | Transmission & Distribution
Southern California Edison Company
2244 Walnut Grove
Rosemead CA 91770
T. 626-302-9845

RE: Notice of Termination of Southern California Edison Company – City of Vernon
Victorville-Lugo Firm Transmission Service Agreement (FERC Rate Schedule No. 360)

Dear Mr. Macavei:

Pursuant to Section 5.2 of the Southern California Edison Company – City of Vernon
Victorville-Lugo Firm Transmission Service Agreement (FERC Rate Schedule No. 360), as
amended by the 2009 settlement in FERC Docket Nos. ER08-1343 and ER08-1353, the City of
Vernon hereby provides its Notice of Termination with the required eight (8) months' notice.
Therefore, FERC Rate Schedule No. 360 will terminate effective October 7, 2022.

Please confirm receipt of this Notice of Termination, as well as the effective date of such
Termination.

Best,

Abraham Alemu
General Manager
Vernon Public Utilities

cc: Melanie Seader (SCE)
Mark McGregor (SCE)
Ramzi Raufdeen (Vernon)
Lisa Gast (DWGP)

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Attachment 2

From: Flaviu Macavei <Flaviu.Macavei@sce.com>
Sent: Wednesday, February 23, 2022 8:10 PM
To: Lisa Gast
Cc: Peter Scanlon; Alemu, Abraham; Mark McGregor; Melanie A Seader; Raufdeen, Ramzi
Subject: RE: (External):RE: Vernon Notices of Termination of ETCs with SCE

Thanks for your patience. I have received the Notices of Termination.

Best Regards,

Flaviu Macavei

Contract Manager

Grid Contract Management | Transmission & Distribution

T. 626-302-9845 | PAX. 29845

2244 Walnut Grove, Rosemead CA 91770; GO1



From: Lisa Gast <LSG@dwgp.com>
Sent: Friday, February 18, 2022 2:22 PM
To: Flaviu Macavei <Flaviu.Macavei@sce.com>
Cc: pjs (dwgp.com) <pjs@dwgp.com>; Alemu, Abraham <AAlemu@ci.vernon.ca.us>; Mark McGregor <Mark.McGregor@sce.com>; Melanie A Seader <MELANIE.SEADER@SCE.COM>; Raufdeen, Ramzi <r-raufdeen@ci.vernon.ca.us>
Subject: (External):RE: Vernon Notices of Termination of ETCs with SCE

Flaviu and Melanie:

Please confirm receipt of the Notices of Termination sent on 2/7/22.

Best,
Lisa Gast

Attachment 3



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

February 7, 2022

Department of Water and Power
Of the City of Los Angeles
c/o Assistant General Manager – Power
P.O. Box 111, Room 1155
Los Angeles, California 90051-0100

RE: Notice of Termination of Los Angeles – Vernon Adelanto – Victorville/Lugo Firm Transmission Service Agreement Between City of Los Angeles Department of Water and Power and the City of Vernon

To Whom It May Concern:

Pursuant to Section 4.2 (i) of the Los Angeles – Vernon Adelanto – Victorville/Lugo Firm Transmission Service Agreement between the City of Los Angeles Department of Water and Power and the City of Vernon, the City of Vernon hereby provides its Notice of Termination with the required four (4) years prior written notice. Therefore, the Agreement will terminate effective February 7, 2026.

However, Section 4.2 (vi) of the Agreement further provides that termination may occur on a date mutually agreed upon by the Parties. As discussed during our call of January 26, 2022, Vernon is interested in finding a mutually-agreeable date for termination on less than the four years provided in Section 4.2 (i). Specifically, as Vernon's only other Existing Transmission Contracts, which are with Southern California Edison Company, can terminate upon eight (8) months' written notice (October 7, 2022), Vernon respectfully requests that LADWP agree to terminate the Agreement as of October 7, 2022.

Please (1) confirm receipt of this Notice of Termination, (2) confirm that pursuant to Section 4.2(i) of the Agreement the effective date of such Termination is February 7, 2026; and (3) let us know if LADWP is able to accommodate Vernon's requested termination date of October 7, 2022.

Best,

Abraham Alemu
General Manager
Vernon Public Utilities

cc: Syndi Driscoll (LADWP)
Simon Zewdu
Ramzi Raufdeen (Vernon)
Lisa Gast (DWGP)

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Attachment 4



BUILDING A STRONGER L.A.

Eric Garcetti, Mayor

Board of Commissioners
Cynthia McClain-Hill, President
Susana Reyes, Vice President
Jill Banks Barad-Hopkins
Mia Lehrer
Nicole Neeman Brady
Yvette L. Furr, Acting Secretary

Martin L. Adams, General Manager and Chief Engineer

March 16, 2022

Mr. Abraham Alemu, General Manager
Vernon Public Utilities
4305 S. Santa Fe Ave.
Vernon, CA 90058

Dear Mr. Alemu:

Subject: Notice of Termination of Los Angeles – Vernon Adelanto – Victorville/Lugo Firm Transmission Service Agreement Between City of Los Angeles Department of Water and Power and City of Vernon

Thank you for your February 7, 2022, letter notifying us of Vernon's desire to terminate the Los Angeles – Vernon Adelanto – Victorville/Lugo Firm Transmission Service Agreement Between City of Los Angeles Department of Water and Power and City of Vernon (LADWP Agreement No.10396). This letter confirms LADWP's receipt of the Notice of Termination.

Pursuant to Section 4.2 (vi) of the LADWP Agreement No. 10396, LADWP is able to accommodate Vernon's request to terminate said agreement on October 7, 2022.

From and after the date of the effective date of the termination of the Agreement, neither party shall have any further obligations to the other under the Agreement, except for obligations that accrued prior to the closing or that survive the termination of the Agreement pursuant to the terms thereof. It would be City of Vernon's responsibility to coordinate with other parties such as Southern California Edison and California Independent System Operator (CAISO) for a seamless termination.

If you have any further questions regarding this matter, please contact me at (213) 367-0387, or Mr. Simon Zewdu, Director of Power Transmission Planning, Regulatory, and Innovation Division at (213) 367-2525.

Sincerely,

A handwritten signature in purple ink that reads 'Reiko A. Kerr'.

Reiko A. Kerr
Senior Assistant General Manager
Power System Engineering, Planning and Technical Service

Attachment 5



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

February 7, 2022

California Independent System Operator Corporation
Regulatory Contracts
250 Outcropping Way
Folsom, California 95630
regulatorycontracts@caiso.com
T: 916-351-4400

RE: City of Vernon's Notice of Intent to Withdraw from the Transmission Control Agreement (TCA) and Request for CAISO Assistance

To Whom It May Concern:

As you will recall, the City of Vernon executed the CAISO's Transmission Control Agreement (TCA) in 2001 and currently is a Participating Transmission Owner (PTO) only by virtue of its three Existing Transmission Contracts (ETCs) which it turned over to the CAISO's Operational Control as Transmission Entitlements. The three ETCs/Entitlements are as follows:

Southern California Edison Company – City of Vernon Mead Firm Transmission Service Agreement (FERC Rate Schedule No. 207), as amended by the 2009 Settlement in FERC Docket Nos. ER08-1343 and ER08-1353

Southern California Edison Company – City of Vernon Victorville-Lugo Firm Transmission Service Agreement (FERC Rate Schedule No. 360), as amended by the 2009 settlement in FERC Docket Nos. ER08-1343 and ER08-1353

Los Angeles – Vernon Adelanto – Victorville/Lugo Firm Transmission Service Agreement between the City of Los Angeles Department of Water and Power and the City of Vernon

Vernon has provided both Southern California Edison Company (SCE) and Los Angeles Department of Water and Power (LADWP) with written notice to terminate each of these ETCs. With respect to its two ETCs with SCE, termination will be effectuated on eight (8) months written notice, which is October 7, 2022. Pursuant to TCA Section 4.4.2, the CAISO's written consent is not required for this termination since the Entitlement release is to another Participating TO. With respect to its ETC with LADWP, the agreement provides for four (4) years written notice or as otherwise agreed by the parties, and LADWP has signaled that it will

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likely be able to agree to the same termination date of October 7, 2022. Assuming confirmation of LADWP's ability to accommodate that termination date, Vernon is, through this letter, seeking the CAISO's written consent, pursuant to TCA Section 4.4.2, to terminate that ETC/Entitlement.

Upon the termination of these three ETCs/Entitlements, Vernon will have disposed of "all of the ... Entitlements that the Participating TO placed under the CAISO's Operational Control, subject to the requirements of Section 4.4" and wishes to withdraw from the TCA pursuant to TCA Section 3.3.2.

Please let us know if a meeting is needed to discuss Vernon's intentions as described above, as well as if there are other steps that will need to be taken to dispose of its ETCs/Entitlements and withdraw from the TCA.

Best,



Abraham Alemu
General Manager
Vernon Public Utilities

cc: Ramzi Raufdeen (Vernon)
Lisa Gast (DWGP)

Attachment 6



California Independent System Operator Corporation

Abraham Alemu
General Manager
Vernon Public Utilities
4305 Santa Fe Avenue
Vernon, California 90058
aalemu@ci.vernon.ca.us
T:323-583-8811 extension 250

RE: CAISO Response to City of Vernon's Notice of Intent to Withdraw from the Transmission Control Agreement (TCA)

Dear Abraham,


The CAISO received your letter dated February 7, 2022, indicating City of Vernon's ("Vernon") intent to withdraw from the Transmission Control Agreement ("TCA"), effective as of the expected termination date of your Existing Transmission Contracts ("ETC") on October 7, 2022 ("Notice"). As detailed in your Notice, Vernon intends to withdraw from the TCA subject to Section 3.3.2 and 4.4.2 of the TCA, through the release of Vernon's Entitlements to Southern California Edison Company ("SCE") and Los Angeles Department of Water and Power ("LADWP"). SCE is currently a Participating TO ("PTO") with the CAISO while LADWP is not. In accordance with the TCA, the sale, assignment, release, or transfer of an Entitlement to a non-Participating TO shall not occur without written consent from the CAISO.

The CAISO does not oppose the sale, assignment, release or transfer of Vernon's Entitlements to LADWP, understanding that this will remove the associated capacity on the Adelanto – Victorville/Lugo transmission path from the operational control of the CAISO. The CAISO also recognizes that the withdrawal from the TCA shall only be effective following the receipt of all necessary regulatory approvals, including the filing and approval of the termination of Vernon's Transmission Owner Tariff by the Federal Energy Regulatory Commission ("FERC"). The CAISO expects that such a filing at FERC shall be made in advance of any necessary amendments to the TCA required to affect this withdrawal, and all regulatory approvals shall be required to be in effect prior to the effective date of the withdrawal, which the CAISO requires to be the first day of a month. Notwithstanding the above, the CAISO has merely completed a preliminary assessment of the impact of removing such entitlements from the CAISO operational control, and will need to perform additional due diligence to assess all necessary implementation steps, to be taken internally, or in conjunction with Vernon and LADWP. The CAISO anticipates and appreciates Vernon's co-operation in this regard.

Considering the above, the CAISO requests Vernon to submit its formal notice of withdrawal from the TCA, which shall be posted on the CAISO public website in accordance with Section 3.3.4 of the TCA. Moreover, the CAISO recognizes the need for ongoing co-operation among CAISO and Vernon to facilitate the implementation of the withdrawal and change in TAC treatment. Please reach out to Riddhi Ray at r-ray@caiso.com for any additional questions or concerns.

California Independent System Operator Corporation

Thank you

DocuSigned by:

FD37AE0BAAF54EC...

Debi Le Vine
Director, Infrastructure Contracts and Management
California Independent System Operator

Attachment 7



4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811 Fax (323) 826-1407

May 5, 2022

California Independent System Operator Corporation
Regulatory Contracts
250 Outcropping Way
Folsom, California 95630
regulatorycontracts@caiso.com
T: 916-351-4400

RE: City of Vernon's Notice of Withdrawal from the Transmission Control Agreement (TCA)

To Whom it may Concern:

Please accept this letter as City of Vernon's Notice of Withdrawal from the Transmission Control Agreement (TCA), effective November 1, 2022.

The City of Vernon executed the TCA in 2001 and currently is a Participating Transmission Owner (PTO) only by virtue of its three Existing Transmission Contracts (ETCs) which it turned over to the CAISO's Operational Control as Transmission Entitlements. Vernon intends to withdraw from the TCA subject to Section 3.3.2 and 4.4.2, through the release of Vernon's Entitlements to Southern California Edison Company and Los Angeles Department of Water and Power as of October 7, 2022.

Vernon recognizes the need for ongoing cooperation among CAISO and Vernon to facilitate the implementation of the withdrawal and change in the TAC treatment. Please feel free to contact me with any additional questions or concerns.

Best,

Abraham Alemu
General Manager
Vernon Public Utilities

cc: Ramzi Raufdeen (Vernon)
Lisa Gast (DWGP)

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Attachment 8
E-Tariff
[Notice of Cancellation]

[to be added]

City Council Agenda Item Report

Submitted by: Joanna Moreno
Submitting Department: Public Utilities
Meeting Date: June 21, 2022

SUBJECT

Services Agreement with Hill Brothers Chemical Company for Supply of Aqueous Ammonia for Malburg Generating Station

Recommendation:

- A. Approve and authorize the City Administrator to execute a Services Agreement with Hill Brothers Chemical Company, in substantially the same form as submitted, for the supply of 19% aqueous ammonia for a total amount not to exceed \$135,800, for a three-year term; and
- B. Authorize a contingency amount of \$13,500 in the event of price volatility, and grant authority to the City Administrator to amend the total contract value by an amount up to the contingency amount, if necessary.

Background:

On November 16, 2021, City Council adopted Resolution No. 2021-41 approving a Purchase and Sale Agreement (PSA) with Bicent (California) Malburg LLC for the acquisition of the Malburg Generating Station (MGS). Accordingly, the City now owns and operates the MGS power plant. Under the PSA, the City was required to assume or otherwise comply with certain vendor contracts previously entered by Bicent. As such, the City was obligated to assume a short-term contract, for the period of December 15, 2021 through June 30, 2022, for the supply of ammonia needed at MGS.

Ammonia is a critical component in the operation of MGS. It removes nitrogen oxides (NOx) that are produced during combustion. NOx is one of the main ingredients in the formation of ground-level ozone, which can cause respiratory problems, global warming, and other issues. Thus, ammonia is vital for regulatory compliance of MGS.

On May 16, 2022, the City Administrator authorized the issuance of a Request for Bids (RFB) to seek bids for the Supply of 19% Aqueous Ammonia. In accordance with Vernon Municipal Code (VMC) Section 3.32.070 regarding competitive bidding, staff issued the RFB on May 16, 2022. An RFB notice was published in the local newspaper, the Huntington Park Bulletin. The RFB was also posted on the City's procurement website, PlanetBids, and staff directly notified five prospective vendors. The Bid Deadline was May 31, 2022 and two bids were received. The bid results are as follows:

- 1. Airgas Specialty Products, Inc. - \$136,500
- 2. Hill Brothers Chemical Company (Hill Brothers) - \$135,800

Hill Brothers was deemed the lowest and responsible bidder to supply the necessary aqueous ammonia.

Aqueous ammonia is currently a price-volatile commodity. Natural gas is the main input used to produce ammonia; therefore, ammonia prices are highly dependent on natural gas prices,

which are also currently unstable. Due to the volatility that ammonia producers and suppliers are currently experiencing, and pursuant to VMC Section 3.32.220(C) regarding Special good governance reform contract terms and procedures, the RFB included a provision to allow for price adjustments based on the most appropriate publicly available index. Due to price volatility, VPU staff proposes a contingency amount of approximately ten percent (10%) of the total contract value.

The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The fiscal impact of the proposed three-year agreement is \$135,800, plus the contingency amount of \$13,500, for a total not-to-exceed amount of \$149,300. Sufficient funds for procurement of aqueous ammonia are available in VPU Electric Fund Malburg Generating Station Generation Expense Account No. 055.9190.500230 for Fiscal Year (FY) 2022-23 and will be budgeted accordingly for FY 2023-24 and FY 2024-25 during the annual City budget process.

Attachments:

[1. Services Agreement with Hill Brothers Chemical Company](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND HILL BROTHERS
CHEMICAL COMPANY FOR SUPPLY OF 19% AQUEOUS AMMONIA

COVER PAGE

Contractor:	Hill Brothers Chemical Company
Responsible Principal of Contractor:	Frank Alari, Regional Sales Manager
Notice Information - Contractor:	Hill Brothers Chemical Company 3000 E. Birch St., Suite 108 Brea, CA, 92821 Attention: Frank Alari, Regional Sales
Manager	Telephone: (714) 579-3333
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu, General Manager of Public Utilities Telephone: (323) 583-8811 ext. 250
Commencement Date:	July 1, 2022
Termination Date:	June 30, 2025
Consideration:	Total not to exceed \$135,800 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND HILL BROTHERS
CHEMICAL COMPANY FOR SUPPLY OF 19% AQUEOUS AMMONIA

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and Hill Brothers Chemical Company, a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on June 21, 2022.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Bids issued on or about May 16, 2022, and titled Request for Bids for Supply of 19% Aqueous Ammonia, and Contractor's bid to the City ("Bid") dated May 26, 2022, Exhibit "A", a copy which is attached to and incorporated into this Agreement by reference.

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

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

3.0 PERSONNEL.

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

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

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

4.0 TERM. The term of this Agreement shall commence on July 1, 2022, and it shall continue until June 30, 2025, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of

the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$135,800 without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

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

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

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

5.4.2 Approved reproduction charges.

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

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

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

interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

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

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

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

iii. General Liability with minimum limits of at least \$2,000,000 per occurrence and \$4,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis.

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

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

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

iv. Contractors Pollution Liability (CPL) policy limit shall provide coverage of no less

than \$1,000,000 per claim and in the aggregate. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and costs of defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

- (1) Contractor shall obtain, pay for, and maintain for the duration of the Agreement CPL insurance that provides coverage for liability caused by pollution conditions arising out of the operations of the Contractor. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, the policy must include work performed "by or on behalf" of the insured.
- (2) All activities contemplated in the Agreement shall be specifically scheduled on the CPL policy as "covered operation." In addition, the policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.
- (3) The policy shall specifically provide for a duty to defend on the part of the insurer. The City of Vernon, its officers, employees and agents shall be added to the policy as additional insureds by endorsement.

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

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

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

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

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

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

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

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

11.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or

rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

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

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

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

11.6 WAIVER. The City's waiver of any term, condition, breach, or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance.

No waiver of any provision of this Agreement shall be effective unless in writing and executed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

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

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

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Agreement shall entitle the City to terminate the Agreement and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

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

11.11 INTERPRETATION.

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

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

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

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

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

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

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

11.13 FORCE MAJEURE. Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, flood, earthquake, explosion, war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest with a direct impact on this Agreement, embargoes or blockades in effect on or after the date of this Agreement and not in effect at the time Contractor submitted its Bid, industry-wide strikes with a direct impact on this Agreement, adverse weather conditions not reasonably anticipatable given the location, loss of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government; provided, however, that Contractor shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Contractor's economic hardship, increases in tariffs, changes in market conditions, jurisdictional disputes, increased fuel costs, broken equipment, and equipment malfunction are not

considered Force Majeure Events. Contractor shall provide City satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

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

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

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

If to the City:

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

If to the Contractor:

Hill Brothers Chemical Company
Attention: Frank Alari, Regional Sales Manager
3000 E. Birch St., Suite 108
Brea, CA 92821

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

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

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

11.19 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

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

shall be required to provide such document and other information within fifteen (15) days of the request.

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

11.21 MAINTENANCE AND INSPECTION OF RECORDS.

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

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

Contractor shall, upon request, promptly deliver the records to the City of Vernon.

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

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

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

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

[Signatures Begin on Next Page].

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

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

Hill Brothers Chemical Company, a California
corporation

By: _____
Carlos Fandino, City Administrator

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Lisa Pope, City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

EXHIBIT A
CONTRACTOR'S BID



HILL BROTHERS *Chemical Co.*

3000 East Birch Street ▪ Suite 108 ▪ Brea, CA 92821
714.998.8800 ▪ fax 714.998.6310 ▪ 800.438.8115 ▪ hillbrothers.com

May 26, 2022

City of Vernon
City Clerk
4305 Santa Fe Ave
Vernon, CA 90058

To Whom It May Concern:

Hill Brothers would like to thank you for the opportunity to bid to supply chemicals to the City's power plant, Malburg Generating Station (MGS), located at 4963 Soto Street, Vernon, CA 90058. Our company would like to offer this letter of intent to supply the City with our 19% Aqueous Ammonia of the highest purity. All elements of the Request for Bid have been reviewed and understood.

Hill Brothers Chemical is a Western United States based company that for over ninety years has been supplying a variety of chemical products to both the industrial and construction markets.

Upon award of the business, Hill Brothers agrees to sell and deliver Aqua Ammonia as proposed in Exhibit D Standard Form Agreement.

If you require any further information, please do not hesitate to contact me.

Sincerely,

Frank Alari
Regional Sales Manager
Hill Brothers Chemical Company
3000 E Birch St, Suite 108
Brea, CA 92821
falari@hillbrothers.com
(714) 579-3333

Corporate HQ
& International Sales
800.994.8801

San Jose
800.257.1920

So. California
800.438.8515

Phoenix
602.272.9363

Tucson
520.795.9351

North Salt Lake
800.336.3911

City of Vernon



REQUEST FOR BIDS

SUPPLY OF 19% AQUEOUS AMMONIA

**FOR THE
DEPARTMENT OF PUBLIC UTILITIES**

**CITY OF VERNON, CALIFORNIA
4305 SANTA FE AVENUE
VERNON, CA 90058**

NOTICE INVITING BIDS

for the

Purchase of 19% Aqueous Ammonia

by the

City of Vernon, California

Bids are to be signed and submitted in TRIPLICATE. ONE ORIGINAL AND TWO COPIES of sealed bids ("Bids" and each, a "Bid") must be received prior to **2:00 p.m., May 31, 2022** ("Bid Deadline"), by the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058.

All Bids shall be enclosed in sealed envelopes, distinctly marked "Bid" with the title of the Bid and the bidder's name and address appearing on the outside (each, a "Bid Package").

Bid Packages should be mailed or delivered in person *before* 2:00 p.m. on the Bid Deadline. LATE SUBMITTALS WILL NOT BE ACCEPTED. At the bid opening, the City Clerk shall open Bid Packages and acknowledge the receipt of Bids. Once all Bid Packages are opened and announced, the contents (collectively, the "Completed Bid Forms" and the uncompleted forms, the "Bid Forms") will be made available for public review. Except as set forth in Paragraph 17 ("Public Record"), the Completed Bid Forms, once removed from the Bid Packages by the City Clerk, will be a matter of public record.

The Bids shall be clearly titled. Copies of the Bid Forms are available at no charge at the Public Works Counter, City of Vernon, 4305 Santa Fe Avenue, Vernon, between 7 a.m. and 5:30 p.m., Monday through Thursday.

City of Vernon Contact Person: Vernon Public Utilities
Attention: Michael Bonfiglio, Operations Manager
Phone: (323) 583 – 8811 ext. 307
Email: mbonfiglio@cityofvernon.org

Mandatory Qualifications for Bidder:

A Bid may be rejected as non-responsive if the bidder ("Bidder") fails to meet the essential requirements for qualification.

General Scope:

Bidders shall furnish materials and/or equipment as specified above and under the below conditions:

Other Bidding Information:

1. Number of Contract days for delivery from date of placement of order: five (5) days.

2. Bidding Documents. Bids must be made on the Bid Form(s) contained herein.
3. Acceptance or Rejection of Bids. The City reserves the right to reject any and all Bids, to award all or any individual part/item of the Bid, and to waive any informalities, irregularities or technical defects in such Bids and determine the lowest responsible Bidder, whichever may be in the best interests of the City. No late Bids will be accepted, nor will any oral, facsimile or electronic Bids be accepted by the City.
4. Bid Irrevocability. Bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

Carlos R. Fandino, Jr.
City Administrator

Dated: _____ (Approved as to form by City Attorney)

Published: _____

City of Vernon
Instructions for Bidders
Supply of 19% Aqueous Ammonia

For the Department of Public Utilities

City personnel with whom prospective Bidders will deal with are:

Michael Bonfiglio, Operations Manager, Vernon Public Utilities, 4305 Santa Fe Avenue,
Vernon, CA 90058 (323) 583-8811 Ext. 307.

Bid opening date and time: May 31, 2022 at 2:00 p.m. ("Bid Deadline")

Bids will be received and opened at the Office of the City Clerk, 4305 Santa Fe Avenue, Vernon,
CA 90058.

Bids must be received by the City Clerk prior to the time set for Bid opening. A bid received by the City Clerk after the time set for the Bid opening is a non-responsive Bid and shall not be considered. **Except as set forth in Paragraph 17 ("Public Record"), the Completed Bid Forms, once removed from the Bid Packages by the City Clerk, will be a matter of public record.**

GENERAL BID REQUIREMENTS

To be considered, a Bidder must strictly follow the format for Bids in the specifications. Bids must be binding and firm. Any Bids may be withdrawn before Bid opening, but once opened and announced, Bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

1. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA

- A. If any Bidder contemplating submitting a Bid is in doubt as to the true meaning of any part of the Notice Inviting Bids, these Instructions, the Bid Forms, or Addenda (as defined below) (together, the "Bidding Documents"), or who finds discrepancies, errors or omissions therein or who finds variances in any of the Bidding Documents with applicable law, such Bidder shall at once submit a written request for an interpretation or correction thereof to the City's representative identified in the Notice Inviting Bids, or other designated individual. All Bidders shall submit such written requests to the City not less than ten (10) calendar days prior to the Bid Deadline. The person or entity submitting the request shall be responsible for its prompt delivery to the City's Contact Person identified in the Notice Inviting Bids.

Any response (*i.e.*, interpretation or correction) will be made only by written addendum ("Addendum") issued by the City and a copy of such Addendum will be delivered to all Interested Bidders (defined below) of record. Any Addenda so issued must be acknowledged in the Bid and the cost of any additional equipment

or modification thereto as a result of the Addenda shall be included in the Bid. Bidder's failure to acknowledge receipt of all Addenda may result in rejection of the Bid as nonresponsive. No person is authorized to render an oral interpretation or correction of any Bidding Documents and no Bidder may rely on any such oral interpretation or correction issued by the City. The City shall not be responsible for any other explanation or interpretation of the Bidding Documents, or for any oral instructions. City reserves the right to extend the Bid Deadline by issuing an Addendum to Interested Bidders no later than 72 hours prior to the Bid Deadline. Bidders shall use complete sets of Bidding Documents in preparing Bids; City shall not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued and the Bidder shall acknowledge their receipt in the Bid.

2. **OBTAINING BIDDING DOCUMENTS**

Bidder may secure Bidding Documents only from the location specified in the Notice Inviting Bids. City will maintain a list of persons who obtained a copy of these Bidding Documents ("Interested Bidders"). Only Interested Bidders will receive Addenda, if so issued.

3. **BID FORMS – SUBMITTAL**

- A. The Bids shall be made on the forms provided herein with all blank spaces properly filled in.
- B. The phraseology shall not be changed, and no additions shall be made to the items mentioned herein. Unauthorized conditions, exemptions, limitations, or provisions attached to a Bid will render it informal and may cause its rejection. All forms requiring specific information shall be completed with all applicable information for a Bid to be considered responsive.
- C. Include all Bid Forms, properly executed, and intact on forms provided. Enclose the Bid Forms in a sealed envelope; type or print on the envelope "BIDS for" followed by the title and the date and time of the Bid Deadline, and the Bidder's name and address. The envelope may be mailed, hand delivered, or delivered by courier or package delivery service.
- D. **One Original Bid and two copies** shall be mailed, hand delivered, delivered by courier or package delivery service to the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058.
- E. Bids received after the Bid Deadline or at any place other than the Office of the City Clerk will not be considered.

4. **BID FORMS – AUTHORIZED SIGNATURES**

- A. The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, joint venture, or corporation submitting the Bid shall be typewritten or legibly printed on the Bid Forms. The Bidder shall sign the form with his/her usual wet ink signature.
- B. **Sole Proprietorship:** An individual shall sign.
- C. **Partnership (General or Limited):** A partner shall sign for a partnership; the partner shall give the names and addresses of all partners.
- D. **Corporation:** An officer shall sign for a corporation. The corporate name must be attested by the corporate seal. The names and titles of the president and all officers of the corporation who are authorized to sign the Bid Forms must be listed in an authenticated Incumbency Certificate signed by the corporate secretary. A signature other than a corporate officer's will be accepted only if an authenticated Incumbency Certificate is attached.
- E. **Joint Venture:** Bidders shall use the appropriate section(s) listed above in B-D, based on their applicable situation.

5. **BID FORMS – SCHEDULE OF BID PRICES**

- A. The Bidder shall include in his/her Bid price(s) any and all expense or costs that may be necessary to complete the delivery in accordance with the requirements of the Contract. The cost of all mobilization and/or preparatory work for the shipment of equipment and/or supplies must be included in the Bid, and no extra compensation will be paid to Bidder.
- B. The Bidder shall state for each item on the Schedule of Bid Prices form, in clearly legible figures, the Base Bid, the alternates, and the unit price and item total or lump sum, as the case may be, for which he/she proposes to supply materials and equipment. Bids must not contain any erasures, interlineations, strike-throughs or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure or correction the initials of the person(s) signing the Bid. If any Bid, or portion thereof, is determined by the City to be illegible, ambiguous or inconsistent, City may reject such a Bid as being non-responsive.
- C. In the case of a unit price item, the amount set forth, as the item total shall be the product of the estimated quantity times the unit price Bid. In the event of a discrepancy between the unit price Bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in

case of discrepancy between the two, the amount written in words shall govern.

- D. All requested Alternates, if any, shall be Bid. See the Schedule of Bid Prices for more information and the list of Bid Alternates, if any. If no change in the Base Bid is required, enter "No Change."
- E. **For price-volatile commodities, Bidder has the option to submit the indicated Unit Price which shall be the initial or basis price of the commodity at contract start, subject to the provisions herein. Pursuant to Vernon Municipal Code Section 3.32.220 (C), any compensation rates to be paid by the City may not be increased during the term of a contract except where external factors significantly affect costs and rates during the term of the contract, and any such increase must be directly tied to the most appropriate index or cost-of-living rate or a pass through of increased costs charged to the contractor. Bidder shall provide a proposed price adjustment calculation based on the United States Department of Labor's Bureau of Labor Statistics, Producer Price Index (PPI), for Chemicals and Allied Products, Industrial Chemicals (WPU061) or other appropriate, publicly available index. It is the City's sole discretion to determine whether any proposed index, other than the one specified herein, is appropriate for price adjustments. If a different index is proposed, the proposed index shall be submitted with the bid. Bidder shall provide an example calculation of applied price adjustment. The data used for any proposed adjustment shall be the most current at the time of proposed adjustment. To be clear, proposed price adjustments can be positive or negative to pricing.**
- F. Bidder shall indicate the period of proposed price adjustment (e.g., quarterly, yearly, etc.). The period of proposed price adjustment shall not be less than quarterly.
- G. Invoices shall include basis price, current indices and the proposed price adjustment calculation. Price adjustments must be mutually agreed upon.

6. BIDDER'S STATEMENTS OF QUALIFICATIONS

- A. Each Bidder shall be required to complete, execute and submit with its Bid, the form entitled "Bidder's Statement of Qualifications."
- B. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the contract documents. In selecting the lowest responsible Bidder, consideration will be given not only to the Bidder's financial standing but also to the general competency of the Bidder for the performance of the work covered by the Bid. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of furnishing and delivery performance under other contracts, financial condition, reputation in the industry, and other

factors which could affect the Bidder's fulfillment of the request.

7. BIDDER'S AFFIDAVIT OF NON-COLLUSION

An Affidavit of Non-Collusion in the form attached to this Notice Inviting Bids as Exhibit A, shall be signed under penalty of perjury, certifying that the Bid is not the result of and has not been influenced by collusion. Bidder shall submit this form with its Bid. Any Bid made without such affidavit, or believed to be made in violation of the requirements set forth in the affidavit form, may be rejected.

8. INSURANCE REQUIREMENTS

The Bidder shall submit to its insurance company or insurance agent the Insurance Requirements in this Specification and the Contract Documents. The insurance company's underwriter or agent must complete the Insurance Requirements documentation which states that the insurer's underwriter or agent will furnish the City with the required insurance documents within fourteen (14) days after the Bidder's having been notified of the Contract's award. The Bidder shall submit this form with its Bid. Any Bid made without this statement, or made with an incomplete statement, may be rejected.

9. PRICES AND PAYMENTS

Approximate quantities listed in the Schedule of Bid Prices are estimates given for comparing Bids, and no claim shall be made against the City for excess or deficiency therein, actual or relative.

10. SUBSTITUTIONS

No requests for substitution of any material, device, product, equipment, fixture, form, or type of construction shall be considered by City prior to award of the Contract. Bidders shall submit all requests for substitution and substantiating data, within five (5) calendar days from the date of the notice awarding the Contract. Authorization of a substitution is solely within the discretion of the City.

(a) *Brand Name or Equal.* Specifications may refer one or more brand name products followed by the words "or equal." "Or equal" submissions will not necessarily be rejected because of minor differences in design, construction, or features which do not affect the suitability of the product for its intended use, except in those instances where the product is designated to match others in use on a particular improvement either completed or in the course of completion. The burden of proof that the product is equal for the intended use is on the Bidder.

(b) *Items Must be New and Current.* Unless otherwise specified, the items offered shall all be new and the latest model, make, or manufacture, and free from defects and imperfections.

(c) *Bids on Alternate Items.* When any Bidder offers an alternate item for consideration, the Bidder will give complete specifications, name the brand and demonstrate that the alternate item is equal. The City reserves the right to reject any alternate item which it determines is not equally suitable for the specified purpose. The burden of proof is on the Bidder.

11. RETURN OF IMPROPER BIDS

Bids submitted after the Bid Deadline are non-responsive and shall be returned to the Bidder unopened. Oral, telephonic, telegraphic, facsimile or electronically transmitted Bids shall not be considered unless the Notice Inviting Bids expressly permits such means of transmittal.

12. WITHDRAWAL OF BIDS

Bidder may withdraw its Bid either personally or by written request any time prior to the scheduled Bid Deadline by notice to the City's Contact Person designated in the Notice Inviting Bids. If such notice is written, it shall be signed by the Bidder and shall be date-stamped and time-stamped by the City upon receipt. Withdrawn Bids may be resubmitted before the Bid Deadline provided that they are in full conformance with these Instructions to Bidders. Once submitted and opened, all Bids are irrevocable, except as otherwise provided by law. Requests for withdrawal of Bids after the Bid Deadline shall be made only in accordance with California Public Contract Code § 5100, *et seq.* Bidder agrees by submitting a Bid that such Bid shall remain open, is irrevocable, and may not be modified, withdrawn, or cancelled for a period of ninety (90) days after award of the Contract.

13. **OPENING AND EVALUATION OF BIDS**

A. **Bid Opening and Tabulation.** The Bids shall be opened and read in public after the Bid Deadline has expired at the time and location listed in the Notice Inviting Bids. A tabulation of all Bids received will be available for public inspection at the Office of the City Clerk, 4305 Santa Fe Avenue, Vernon, CA during regular business hours for a period of not less than thirty (30) calendar days following the Bid Deadline. The City reserves the right to accept or reject any or all Bids and be the sole judge regarding the suitability of the products, services or supplies offered; and/or to waive any irregularities or informalities in any Bids or in the bidding process. The City further reserves the right to purchase all or fewer than all items or quantities of each item listed in the Bidding Documents. The award of the Contract, if made by the City, shall be to the lowest responsive and responsible Bidder. If Bid Alternate Items are called for, the lowest Bid shall be determined according to Paragraph 15 below.

B. **Evaluation of Bids.**

1. **Mandatory Qualifications.** A Bid shall be rejected as non-responsive if the Bidder fails to document in the Bid that Bidder meets the essential requirements for qualification described in the Notice Inviting Bids
2. **Responsive Bid.** A responsive Bid is a Bid which conforms, in all material respects, to the Bidding Requirements and Bidding Documents.
3. **Responsible Bidder.** A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of the Bidding Documents.
4. **Competency of Bidders.** In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the delivery of the equipment covered by the Bid including, but not limited to, the experience of the Bidder in supplying and delivery of equipment and materials for public agencies. By submitting a Bid, each Bidder agrees that the City, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience with similar types of delivery of equipment or materials, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's fulfillment of the request.

A. **Tie Bids.** If two or more Bids meeting the specifications and other requirements of the Bidding Documents are tied for low price, the Bids will be treated as follows:

- (i) if there is a significant difference in the responsibility of the

Bidders (including ability to deliver in the quantity and at the time required), the award will be made to the Bidder who is deemed to be the most responsible.

(ii) if there is no significant difference in the responsibility of the Bidders, but there is a difference in the quality of the equipment or materials offered, the Bid offering the best quality of services will be accepted.

(iii) if there is no significant difference in the responsibility of the Bidders and no difference in the quality of the items offered, the Bid offering the earliest delivery time will be accepted in any case in which the Bid information specified that the needs of the City require delivery as early as possible. In all other cases, delivery time will not be considered in making awards so long as the Bidder states delivery will occur not later than the time specified in the Bid information as the latest acceptable delivery time.

(iv) if the Bids quoting the same price are equal in every respect, the award may be split or made by lot.

14. AWARD OF CONTRACT

The City reserves the right to reject any or all Bids and to waive any or all information or technical defects, as the interest of the City may require. Award of Contract or rejection of Bids will be made by the City within ninety (90) calendar days following the Bid Opening.

15. BASIS OF AWARD

- A. A standard form services agreement, attached hereto as Exhibit D, will be awarded to the lowest responsive and responsible Bidder meeting all requirements set forth in these Bidding Documents. Bidders responding to this Notice Inviting Bids are strongly advised to review all the terms and conditions of the Agreement.
- B. City reserves the right in its sole discretion to select any, all, or none of the Bid Alternates at the time of award of the Contract, regardless of whether such Bid Alternates were used in the analysis to determine the lowest Bid.

16. EXECUTION OF STANDARD FORM SERVICES AGREEMENT

Within fourteen (14) calendar days after being notified by City that it has been awarded the Agreement, Bidder shall deliver to the City the following documents:

- A. Two (2) copies of the Agreement, properly executed by Bidder and, if Bidder is a corporation, evidence of its corporate existence and that the persons signing the Agreement are authorized to do so. City will provide Bidder with the appropriate signature requirements.

- B. Properly executed policies of all of the following insurance documents pursuant to Section 10 of the standard form services agreement: (a) the Commercial General Liability Insurance, (b) the Automotive Liability Insurance, and (c) Professional Liability, if required, and (e) the corresponding endorsements for each policy in accordance with the requirements set forth in Article 12 of the General Conditions.

In the event that the fourteenth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the aforesaid documents shall be delivered by the following Working Day.

After receipt of said documents within said time period or any extension thereof granted by the City, the City shall execute the Agreement and return a fully executed copy to Bidder for its files.

17. PUBLIC RECORDS

City seeks to conduct its business openly. Upon opening, all Bids shall become a matter of public record and shall be regarded as public, with the exception of those elements of each Bid that are identified by the Bidder and plainly marked as "trade secret," "confidential," or "proprietary," including any Statement of Qualifications and financial statements submitted by Bidders. Each element of a Bid which a Bidder desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents, or other, non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If City receives a request from a third party to make a Bid available for inspection and copying, the City will notify the Bidder of the request. If a Bidder instructs the City that the information is not to be released, City will withhold the information, provided, the Bidder expeditiously seeks a protective order from a court of competent jurisdiction to prevent such release. If disclosure is required under the California Public Records Act or otherwise by law (despite the Bidder's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Bidder shall indemnify, defend (including Bidder's providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging City's refusal to publicly disclose one or more records that Bidder identifies as protectable, or asserts is protectable.

18. SPECIAL CITY REQUIREMENTS

Special City forms and their instructions are an integral part of these specifications and failure to submit same may be grounds, in the sole discretion of the City, for rejection of any Bidder.

- A. **Equal Employment Opportunity in Contracting.** The City of Vernon is committed to a policy of equal opportunity in contracting. Qualified firms including small businesses and businesses owned by women, minorities, and disabled persons are encouraged to submit bids or proposals. Bidders expressly agree to comply

with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting the Contract. Bidder certifies and represents that during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, religious belief, color, national origin, citizenship, ancestry, disability, sex, age, medical condition, pregnancy, sexual orientation or marital status. Bidder certifies that it will not maintain any segregated facilities.

Bidder shall comply with all applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (California Government Code Section 12900, *et seq.*), California Labor Code Section 1735, and The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*). Bidder shall require like compliance by all Subcontractors employed on the Work.

19. **BID PROTEST PROCEDURES**

- A. Any Bidder submitting a Bid directly to the City and eligible for award of the Contract may file a protest if the Bidder complies with all of the following requirements and conditions:
 - 1. The Bid protest is in writing;
 - 2. A protest based upon alleged defects or improprieties in the Bidding Documents is filed with the City prior to the Bid Deadline;
 - 3. All other protests are to be filed and received by the City no more than five (5) calendar days following the City's notice of intent to award the Contract; and
 - 4. The written Bid protest sets forth, in detail, all grounds for the Bid protest, including without limitation: all facts, supporting documentation, legal authorities, and argument in support of the grounds for the Bid protest. All factual contentions must be supported by competent, admissible, and credible evidence.
- B. Any matters not set forth in the written Bid protest will be deemed waived. Any Bid protest not conforming to the foregoing requirements and conditions will be rejected by the City as invalid.
- C. Bid Dispute Indemnification. In the event of a Bid dispute based upon the Bidder's submission of this Bid and the City's acceptance of same, the Bidder shall indemnify, defend (with counsel acceptable to City), and hold harmless the City, its City Council members, employees, and agents from liability, claims, demands, damages, and costs arising therefrom if such dispute or action arises solely upon the award of a Contract in compliance with federal, state, and local laws.

[END OF DOCUMENT]

Hill Brothers Chemical Company

STATEMENT OF QUALIFICATIONS

Hill Brothers Chemical is a Western United States based company that for over ninety years has been supplying a variety of chemical products to both the industrial and construction markets including Ammonia Products, Calcium Chloride, Magnesium Hydroxide Products, Bleach & Chlorine Products, Acid & Alkali Products, Decking & Sealers on our Desert Brand Product line.

Our Expertise

Hill Brothers Chemical Co. has been committed to the chemical industry since 1923, we know that supporting more than just product supply is what the ammonia industry requires. We provide environmentally safe high quality Pump Out services for bulk containers, storage tanks, and refrigeration systems.

Our Vision

We believe that a caring culture can lead to greater value and make the roads of those we touch smoother today than they were yesterday. Hill Brothers serves to make our part of the world cleaner, healthier, safer, and more pleasant through our quality chemical products, personalized service, and creative solutions in areas where we have, or can develop, leverageable expertise.

Our Team

Every Hill Brothers' employee carries a responsibility for his or her contribution to the overall quality effort. Collectively, our quality goal is total customer satisfaction. How each person performs his or her job directly impacts the satisfaction of our customers. Input of the quality our product can be taken from every perspective, thus keeping our strongest asset, our customer, as our first priority.

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF ~~LOS ANGELES~~)
 Orange

Patricia Santana, being first duly sworn deposes

and says that he/she is Corporate Secretary
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of Hill Brothers Chemical Company
(Insert name of bidder)

who submits herewith to the City of Vernon a bid/proposal;

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such bid/proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of bids/proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

I certify under penalty of perjury that the above information is correct

By: Patricia Santana Title: Corporate Secretary
Date: 5/26/2022

Attached California
Notary Form
Per California Law

CALIFORNIA JURAT

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 Orange)

Subscribed and sworn to (or affirmed) before me on this 26th day of May, 2022
Date Month Year

by Patricia Santana

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: [Signature]
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Non-Collusion by Contractor

Document Date: 05-26-2022

Number of Pages: 1

Signer(s) Other Than Named Above: _____



HILL BROTHERS *Chemical Co.*

1675 NORTH MAIN STREET • ORANGE, CALIFORNIA 92867-3499

(714) 998-8800 • FAX: (714) 998-6310

www.hillbrothers.com

I, Thomas F. James, Chairman of the Board of Hill Brothers Chemical Company a Corporation, organized and existing under the laws of the State of California, do hereby certify that, at a meeting of the Board of Directors of said corporation, duly held on the 12th day of December, 2019, at which a quorum was present and acting throughout, the following resolution was adopted:

“Let it be resolved that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s):

Mr. Adam C. Hill, President and CEO

Mr. Thomas F. James, Chairman and CFO

Ms. Patricia Santana, Corporate Secretary

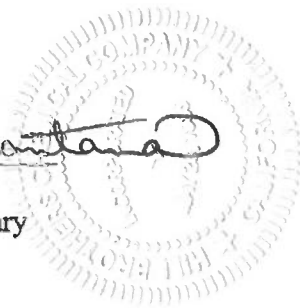
The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the records and seal of Hill Brothers Chemical Company, Inc. a corporation duly formed pursuant to the laws of the state of California, and that the foregoing is a true record of a resolution duly adopted at a regular meeting of its Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on Thursday, December 12, 2019 and that said resolution is now in full force and effect without modification or rescission.”

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 12th day of December, 2019.

Thomas F. James
Chairman of the Board

Patricia Santana
Corporate Secretary



Client#: 28852

HILLB

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allen Lawrence & Assoc. LLC License 0K07568 7033 Owensmouth Avenue Canoga Park, CA 91303-2006		CONTACT NAME: Veronica Sognalian PHONE (A/C, No, Ext): 818 710-3420 FAX (A/C, No): 818 710-3421 E-MAIL ADDRESS: vsognalian@allenlawrence.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westchester Surplus Lines Ins Co	
		INSURER B: Berkshire Hathaway Homestate Insurance	
		INSURER C: Ace American Ins. Co.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

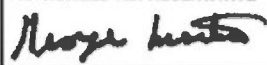
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PP Ded: GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		G2714598A009	08/01/2021	08/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		H08455582009	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		G27146028009 Excess Over GL/POL/WC ONLY	08/01/2021	08/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	HIWC320429	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors Pollution Liab		G2714598A009	08/01/2021	08/01/2022	\$1,000,000 Ea Pollution Condition Ded: \$10,000 Ea Pol Con

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Vernon, its directors, commissioners, officers, employees and volunteers are included as Additional Insured under the General Liability and Automobile policies as their interest may appear, as required by written contract. Waiver of Subrogation applies to the Workers' Compensation policy.

CERTIFICATE HOLDER City of Vernon 4305 Santa Fe Ave Los Angeles, CA 90058	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Named Insured Hill Brothers Chemical Company			Endorsement Number
Policy Symbol	Policy Number G2714598A009	Policy Period 08/01/202 to 08/01/2022	Effective Date of Endorsement 08/01/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization:
Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional Insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury or property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Named Insured Hill Brothers Chemical Company			Endorsement Number
Policy Symbol	Policy Number G2714598A009	Policy Period 08/01/2021 to 08/01/2022	Effective Date of Endorsement 08/01/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

Named Insured *			Endorsement Number
Hill Brothers Chemical Company			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
	H08455582009	08/01/2021 to 08/01/2022	08/01/2021
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**Blanket Waiver****Person/Organization:**

Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2022

Policy No.: HIWC320429

Endorsement No.:

Insured: Hill Brothers Chemical Company

Premium \$

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

SPECIFICATIONS AND SCOPE OF SERVICES

1. General

- a. Vendor to provide bulk 19% Aqueous Ammonia, transportation, and delivery to the City's power plant, Malburg Generating Station (MGS), located at 4963 Soto Street, Vernon, CA 90058.
- b. Nineteen percent (19%) Aqueous Ammonia prices to be quoted per gallon. Quote shall include itemized freight per trip charge and taxes. Quote shall include a certified analysis of the aqueous ammonia production lot.

2. Specifications

- a. Formula: 19% Aqueous Ammonia (Ammonium Hydroxide)
- b. Percent weight: 18.5% to 19.5%
- c. Specific gravity at 60 degrees Fahrenheit: 0.9309 to 0.9278 at 60°F
- d. Appearance: colorless, clear, free from particulate.

Analysis	Result	Specification
Ammonia Content/Assay	19%	18.5% – 19.5%
Appearance	Colorless, clear, free from particulate	Colorless, clear, free from particulate
Specific Gravity	0.9282 60°F	0.9309 – 0.9278 @ 60°F

- e. Aqueous ammonia shall contain no substances in quantities capable of producing deleterious effects on the generation equipment when properly applied.
- f. Aqueous ammonia shall not contain specific impurities more than the following limits, measured in total (dissolved and non-dissolved) form, and unfiltered.

Impurities	Maximum Limit
Residue after ignition	0.002 % 4-ounce sample
Carbon dioxide (CO ₂)	0.002 % 4-ounce sample
Chloride (Cl)	0.5 ppm
Phosphate (PO ₄)	2 ppm
Total Sulfur (as SO ₄)	2 ppm
Nitrate (NO ₃)	2 ppm
Heavy metals (as Pb)	0.5 ppm
Iron (Fe)	0.2 ppm
Substance-reducing permanganate	To pass test

- g. The vendor is responsible for all testing and documentation required to assure that the product delivered meets all specifications. The supplier shall provide the delivery location with a current Safety Data Sheet (SDS) prior to or concurrent with the delivery of the product. The City will not accept any product without proper documentation. The City reserves the right to sample

and test all products at time of delivery. Visible signs of contamination at time of delivery will result in the product being rejected. Should laboratory testing determine the delivered product failed to meet specifications, the City shall have the option of having the supplier remove the inadequate chemical from the storage tank and replace with chemical that meets the specifications. Supplier is responsible for removing non-compliant chemical and replacing it with fresh chemical meeting the specifications.

3. Transportation and Delivery

- a. All shipments of Aqueous Ammonia shall conform to US Department of Transportation (DOT) regulations for marking and handling. Transportation and delivery of Aqueous Ammonia shall be performed in accordance with all applicable laws, regulations, and comply with the City's site-specific ammonia delivery safety plans and procedures.
- b. As part of the California Energy Commission (CEC) Decision, which oversees various operational requirements of the facility, the selected vendor will be required to utilize the specified and approved delivery route contained therewithin. Condition of Certification Trans-8 states "The City of Vernon shall only use the preferred and alternate truck travel routes for deliveries of aqueous ammonia to the MGS site. The preferred route shall be from Interstate 710, exiting at the Bandini Boulevard. Trucks will then travel west along Bandini Boulevard, south on Soto Avenue, and finally west on 50th Street to the MGS. In the event that conditions are such that the City and CEC determine that the preferred route is not the safest route, the City shall direct aqueous ammonia deliveries to the MGS along the following alternative route. Delivery trucks shall travel along Interstate 5, exiting at Garfield Avenue. Trucks will then travel west along Telegraph Road, south on Garfield Avenue, west on Bandini Boulevard, south on Soto Avenue, and finally west on 50th Street to the MGS."
- c. Deliveries shall be made between 7:00 a.m. and 5:00 p.m. Mondays through Fridays, excluding holidays, unless agreed upon by both parties in advance of delivery.
- d. Upon placement of each order, Aqueous Ammonia shall be delivered to the City within five (5) calendar days, excluding holidays. This product will be used in a highly regulated process. Prompt delivery is required. The supplier of the product must provide prior notification if inconsistencies in delivery times are expected for any reason.
- e. The City estimates 15 deliveries per year with an estimated delivery quantity of 3,500 to 4,500 gallons of Aqueous Ammonia per delivery.
- f. The product must be delivered by equipment that has the capability to safely transfer the product to the facility's Aqueous Ammonia storage tanks. Vendor will provide and connect all hoses for Aqueous Ammonia transfer and storage tank vapor removal.
- g. Drivers and delivery personnel must demonstrate safe work practices appropriate to the product they are delivering and are expected to provide their own Personal Protective Equipment (PPE). Delivery personnel must have the

ability to inspect the tank before and after delivery to detect any problems with the tank.

- h. All delivery personnel shall be trained about the specific properties and hazards of the product and utilize appropriate PPE while at the City's facility.
- i. Payment will be based on per-gallon-delivered for the Aqueous Ammonia.



HILL BROTHERS *Chemical Co.*

Over 75 Years of Customer Commitment

CERTIFICATE OF ANALYSIS

Aqua Ammonia

Sold To:	NATIONAL CEMENT CO.	Date:	MAY 26, 2022
Ship To:	5 MILES EAST OF I-5 OFF HWY 138	Batch #:	30156-052419
Location:	LEBEC, CA 93243	Ref / PO#:	104912
Driver :	CESAR ACHTMANN	Seal # :	2510
CDL# :	4047	Seal # :	2511
Tractor Lic :	A014207	Seal # :	2512
Tanker Lic :	4BG1310		

<u>Package</u>	<u>Quantity</u>
BULK	6,000

This is to certify that the above shipment was produced in compliance with current Good manufacturing Practices (cGMP) and meets or exceeds the standards set forth below, including NSF Standard 60 and the Food Chemical Codex standards (FCC) when concentrations are between 27% and 30% anhydrous ammonia.

Aqua Ammonia	Analysis ^o	Specification (% NH ₃ by wt.)
Assay, % NH ₃ by wt.	19.2	19.0% min or 29.45% (26°Be) min
Specific Gravity, corrected to 60°F	.928	
Appearance	Clear, Water White	
Carbon Dioxide	20 max	<20 ppm
Chloride	0.5 max	<0.5 ppm
Fluoride	0.5 max	<0.5 ppm
Heavy Metals (as Pb)	0.5 max	<0.5 ppm
Iron	0.2 max	<0.2 ppm
Phosphate	2.0 max	<2.0 ppm
Sulfate	0.5 max	<0.5 ppm
Residue on Ignition	20 max	<20 ppm
Substance Reducing Permanganate	Pass	Pass



Certified to
NSF/ANSI 60

Maximum use level for Ammonium Hydroxide under NSF/ANSI Standard 60

Ammonium Hydroxide 19%	Maximum use	26 mg/L
Ammonium Hydroxide 20%	Maximum use	25 mg/L
Ammonium Hydroxide 29.45%	Maximum use	17 mg/L
Ammonium Hydroxide 26°be	Maximum use	17 mg/L
Ammonium Hydroxide 24.5% *	Maximum use	20 mg/L

*NSF certification for 24.5% applies to Aqua Ammonia produced at the San Jose facility only.

o Tested by Hill Brothers Chemical Co.

CONFIDENTIAL: This Certificate of Analysis should only be used for the customer's internal use.

AQUA TECH

Authorized Signature

Title

15017 E Clark Ave • City of Industry, California 91745
(800)-322-4119 • (626) 333-2251 • FAX: (626) 330-9557
<http://hillbrothers.com>

Rev 6. 08/23/2013

SCHEDULE OF BID PRICES

The estimated quantities indicated in the Schedule of Bid Prices are estimates for bidding purposes only. The City may decrease or increase supply requirements as needed.

Item No.	Description	Units of Measurement	Quantity	Unit Price	Total
1	Supply of 19% Aqueous Ammonia	Gallons	70,000	\$1.94	\$135,800
WRITTEN TOTAL		One Hundred Thirty Five Thousand Eight Hundred			

For price-volatile commodities, the indicated Unit Price shall be the initial or basis price of the commodity at contract start, subject to the provisions herein. Pursuant to Vernon Municipal Code Section 3.32.220(C), any compensation rates to be paid by the City may not be increased during the term of a contract except where external factors significantly affect costs and rates during the term of the contract, and any such increase must be directly tied to the most appropriate index or cost-of-living rate or a pass through of increased costs charged to the contractor. Bidder has the option to submit a proposed price adjustment calculation based on the United States Department of Labor's Bureau of Labor Statistics, Producer Price Index (PPI), for Chemicals and Allied Products, Industrial Chemicals (WPU061) or other appropriate, publicly available index. It is the City's sole discretion to determine whether any proposed index, other than the one specified herein, is appropriate for price adjustments. If a different index is proposed, the proposed index shall be indicated in the bid. An example calculation of price adjustment must be submitted as part of the bid. If an example price adjustment calculation is not provided, the unit price will be assumed to be fixed for the entire contract term. To be clear, price adjustment can be positive or negative to pricing. Bidder shall indicate the period of proposed price adjustments (e.g., quarterly, yearly, etc.). The period of proposed price adjustment shall not be less than quarterly. The data used for any proposed adjustment shall be the most current at the time of proposed adjustment. Price adjustments must be mutually agreed upon.

All other work items, labor, materials, tools, and incidentals which are not specifically listed in the above bid items but are necessary to complete the work, are considered to be included in the above bid items.

In the case of a unit price item, the amount set forth as the item total shall be the product of the estimated quantity multiplied by the unit price bid. In the event of a discrepancy between the unit price bid and the item total, the unit price shall prevail; however, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry for the item total, then the item total shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. In case of discrepancy between the total expressed in figures and the written total, the amount written in words shall govern.

EXHIBIT B
SCHEDULE

SCHEDULE OF BID PRICES

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EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

City Council Agenda Item Report

Submitted by: Joanna Moreno
Submitting Department: Public Utilities
Meeting Date: June 21, 2022

SUBJECT

Services Agreement with Nalco Water for Chemical Water Treatment Services for Malburg Generating Station

Recommendation:

- A. Approve and authorize the City Administrator to execute a Services Agreement with Nalco Water, in substantially the same form as submitted, for Water Treatment Chemical Services for the Malburg Generating Station for a total amount not to exceed \$1,124,717, for a three-year term; and
- B. Authorize a contingency amount of \$112,470 in the event of price volatility, and grant authority to the City Administrator to amend the total contract value by an amount up to the contingency amount, if necessary.

Background:

On November 16, 2021, City Council adopted Resolution No. 2021-41 approving a Purchase and Sale Agreement with Bicent (California) Malburg LLC for the acquisition of the Malburg Generating Station (MGS). Accordingly, the City now owns and operates the MGS power plant. To avoid any damage to crucial equipment, and to avoid any operational disruptions as a result of the transfer of ownership of MGS, Vernon Public Utilities (VPU) identified an urgent need to leverage the services of a contractor with expertise and ability to provide the chemicals and equipment to produce the exact water chemistry required at MGS. Consequently, on December 15, 2021, City Council approved a short-term agreement, for the period of December 15, 2021 through June 30, 2022 for the procurement of chemical water treatment services at MGS. This provided staff sufficient time to conduct its own analysis to determine how to best meet the needs of the MGS operations in the long-term.

MGS requires chemical water treatment services consisting of chemical supply, chemical program oversight, and staff training. The power plant equipment requires exact water chemistry tailored to MGS. Any adverse changes to the water chemistry can lead to significant deterioration of vital system components. As such, procuring the services of an experienced, competent consultant is crucial to a successful, cost-effective chemical program.

On May 16, 2022, the City Administrator authorized the issuance of a Request for Proposals (RFP) to seek proposals from consulting firms to provide Chemical Water Treatment Services for MGS. In accordance with Vernon Municipal Code Section 3.32.080 regarding competitive selection, staff issued the RFP on May 16, 2022. The RFP was posted on the City's procurement website, PlanetBids, and staff directly notified five prospective consulting firms. As a result of the outreach efforts, two proposals were received on the May 26, 2022 deadline. Proposals from Nalco Water (Nalco) and KAAM Group were thoroughly examined by an Evaluation Committee in which an assessment of each proposal was made based on experience, qualifications, references, responsiveness, and cost.

Based on the evaluation results, Nalco demonstrated the highest competence to provide the

necessary chemical water treatment services. Accordingly, staff recommends the Council approve the proposed agreement with Nalco.

Nalco provided two different pricing options for the City's consideration: (1) higher commodity chemistry base cost with annual adjustments to all pricing elements, and (2) lower commodity chemistry base cost with quarterly adjustment to commodity chemistry pricing and annual adjustments to pricing for specialty chemicals and for services. All adjustments would be based on the most appropriate publicly available indices. VPU staff analyzed the options and determined that option number two is the most cost-effective option. Due to potential volatility in price indices, VPU staff proposes a contingency amount at approximately ten percent (10%) of the total contract value.

The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The fiscal impact of the proposed three-year agreement is \$1,124,717, plus the contingency amount of \$112,470, for a total not-to-exceed amount of \$1,237,187. Sufficient funds for water treatment chemical services are available in the Electric Fund, Malburg Generating Station Generation Expense Account No. 055.9190.500230 for Fiscal Year (FY) 2022-23. Funds will be appropriately budgeted in FY 2023-24 and FY 2024-25.

Attachments:

[1. Services Agreement with Nalco Water](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND NALCO
COMPANY LLC FOR CHEMICAL WATER TREATMENT SERVICES FOR THE
MALBURG GENERATING STATION

COVER PAGE

Contractor:	Nalco Company LLC
Responsible Principal of Contractor:	Ravi Raghavapudi, Vice President
Notice Information - Contractor:	Nalco Company LLC 1601 West Diehl Rd. Naperville, Illinois 60563 Attention: Industrial Sector General Counsel
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Abraham Alemu, General Manager of Public Utilities Telephone: (323) 583-8811 ext. 250
Commencement Date:	July 1, 2022
Termination Date:	June 30, 2025
Consideration:	Total not to exceed \$1,124,717 (includes all applicable sales tax); and more particularly described in Exhibit C
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND NALCO
COMPANY LLC FOR CHEMICAL WATER TREATMENT SERVICES FOR THE
MALBURG GENERATING STATION

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and Nalco Company LLC, a Delaware limited liability company ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on June 21, 2022.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about May 16, 2022, and titled Request for Proposals for Chemical Water Treatment Services for the Malburg Generating Station, and Contractor's proposal to the City ("Proposal") dated May 25, 2022, Exhibit "A", a copy which is attached to and incorporated into this Agreement by reference.

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

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

3.0 PERSONNEL.

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

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

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

4.0 TERM. The term of this Agreement shall commence on July 1, 2022, and it shall continue until June 30, 2025, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 For timely performance of the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this

Agreement, shall not exceed \$1,124,717 without the prior authorization of the City, as appropriate, and written amendment of this Agreement. Contractor will provide notice to City if the limit is approached. In the event that the parties are not able to agree to amendment to adjust the limit, Contractor shall be free to cease performing when the limit is reached.

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

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

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

5.4.2 Approved reproduction charges.

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

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

5.6 Licenses, Permits, Fees, and Assessments. Contractor shall obtain, at Contractor's sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes (other than sales or use taxes, which will be invoiced as a separate item), plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement. Contractor will not be responsible for any licenses or permits associated with the City's operation of its facilities.

6.0 PAYMENT.

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

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

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

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

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

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

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

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

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, losses, costs, penalties, obligations, errors, omissions or liabilities for injury to persons or damages to tangible property (herein "claims or liabilities"), including but not limited to professional negligence, that are asserted or claimed by any third party to the extent arising out of or in connection with the negligence or willful misconduct in work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

10.0 INSURANCE. Contractor shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of the Agreement, including any extensions thereto. The policies shall state that they afford primary coverage to the extent of the liabilities assumed by Contractor hereunder.

i. Automobile Liability with minimum limits of at least \$1,000,000 combined single limit,

including owned, hired, and non-owned liability coverage.

- ii. Contractor agrees to subrogate automobile liability resulting from performance under this Agreement by agreeing to defend, indemnify and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the Contractor under the performance of the services.
- iii. General Liability with minimum limits of at least \$2,000,000 per occurrence and \$4,000,000 aggregate on an occurrence basis. Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds to the extent of the liabilities assumed by Contractor hereunder.

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

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

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

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

- (1) Provide copy of permissive self-insurance certificate approved by the State of California; or
 - (2) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit

of \$1,000,000 per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Agreement; or

- (3) Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Agreement.

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

vii. Insurance shall be placed with insurers reasonably acceptable to the City.

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City, acting reasonably. City may require complete, certified copies of any or all policies in the event of a covered claim.

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

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

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

and independent contractors, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

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

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

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

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

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the reasonable satisfaction of City and to participate in any meeting required with regard to the correction. The goods and services do not cover, and Contractor makes no warranties with respect to, water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria. Contractor shall not be liable for any failure caused by City's failure to follow Contractor's written instructions. **CONTRACTOR DISCLAIMS ALL OTHER**

WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Agreement shall entitle the City to terminate the Agreement and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

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

11.11 CONSEQUENTIAL DAMAGES DISCLAIMER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES.

11.12 CONTRACTOR-OWNED EQUIPMENT TERMS. The additional terms and conditions applicable to Contractor-owned equipment provided to City on a rental or usage basis and the additional terms applicable to Contractor's digital programs are set forth in Exhibit E.

11.13 INTERPRETATION.

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

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

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

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

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

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

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

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

11.16 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance,

breach, or any other aspect of this Agreement, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

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

If to the City:

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

If to the Contractor:

See the address and contact information on the first page of the Services Agreement.

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

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

11.19 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Agreement in whole or in part at any time, for any cause or without cause, upon thirty (30) calendar days' written notice to Contractor. If the Agreement is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

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

notice, which date shall be no sooner than thirty (30) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure.

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

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

11.22 MAINTENANCE AND INSPECTION OF RECORDS.

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

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

The Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon.

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

11.24 HEADINGS. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be

a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

[Signatures Begin on Next Page].

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

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

Nalco Company LLC, a Delaware
Limited Liability Company

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
CONTRACTOR'S PROPOSAL



May 25, 2022

Rich Olsen
City of Vernon
Assistant General Manager of Generation and Operations
4305 Santa Fe Avenue
Vernon, CA 90058

Dear Mr. Olsen,

Nalco is pleased to respond to the City of Vernon's RFP for chemical water treatment services for the Malburg Generating Station (MGS). Please accept the attached document as Nalco's proposal for such services.

Nalco is the world leader in specialty water treatment chemistry. As such, Nalco has a rich history of innovation, and expertise in the treatment of power generation systems. MGS has benefited over the years from this level of expertise and the commitment to quality offerings.

Nalco has been servicing the MGS water treatment with excellent results. We believe that the programs in place have proven themselves to be effective via inspections and routine testing. At the same time, Nalco has continued to find ways to further optimize the programs that are in place to assure maximum asset life, compliance with environmental and safety requirements, while minimizing the cost of operations.

Please note that in the proposal, a creative approach has been taken with the pricing of the commodity chemistry. A significant discount can be taken on this part of the business, if quarterly pricing adjustments are allowed based upon the commodity market pricing. This is just one more example of the ways Nalco strives to minimize the total cost of operation without jeopardizing the treatment results.

This pricing and terms of this proposal are good for 90 days from the date of this letter.

On April 1, 2022 Ecolab/Nalco Water implemented a temporary energy surcharge of 8-12% applied to every order. The percentage is linked to the price per barrel of oil over a 30 day period: 8% for \$75-100, 10% for \$100-125, and 12% for \$125-150/barrel of oil.

We hope you will provide Nalco the opportunity to continue to serve the MGS for the next 3 years.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen", with a stylized flourish at the end.

Karen Murphy
AVP Sales - NW • Global Power



RFP Response for Chemical Water Treatment Services for the City of Vernon, Malburg Generating Station

Submitted by:

Joel Bugarin
District
Representative

Chris Buchholz
Area
Manager

Scott Isherwood
District
Manager

NALCO Water – An Ecolab Company
May 26, 2022



Table of Contents

<u>Page #</u>	<u>Section</u>
3	Executive Summary/Introduction
4	Support Personnel and Service
5	Rationale for Treatment Program Selection
6	Summary of Included Specialty Treatment Chemicals
11	Chemical Treatment Program Summary
13	Price Adjustment Formula
14	Service Plan Overview
18.....	Emergency Response



Executive Summary/Introduction

Nalco Water greatly appreciates the opportunity to provide a proposal for specialty chemicals and services for the City of Vernon's Malburg Generating Station (MGS).

Nalco's business model is based on creating and maintaining value (CMV) for our customers. By focusing on our customer's Key Business Drivers and aligning our projects and service plans to apply to those key drivers. Every aspect of how we do business, from ensuring the product is properly made, delivered professionally, and used in the most cost-effective manner is done to provide a business partnership with our customers that will EXCEED THEIR EXPECTATIONS.

In the proposal we have summarized the treatment program based on the specifications supplied in the City of Vernon RFP for Chemical Water Treatment Services for the Malburg Generating Station.

- The estimated annual cost for the specialty treatment chemicals as based upon 2020/2021 historical capacity factors, is \$100,526. The detailed breakdown of these chemicals for the MGS facility is located in within the report.
- Two different pricing options have been identified within the proposal which estimate the cost of the commodities at either \$263,274 or \$202,518. See the proposal for details.
- Our proposal includes maintaining your existing Next Generation Nalco 3D TRASAR for Cooling controller. The NextGen controller provides connectivity and security, as well as the 24/7 system monitoring, automated reporting, and alarm service you have been using (value \$10,000/year) included at no charge. Nalco continues to lead the industry with our 3D TRASAR technology and System Assurance Center. Both are vital to achieving the level of control required to maintain system performance and reliability.
- The proposal includes access to the City of Vernon's unique Ecolab3D web site where Nalco reports, site-specific documentation (Program Administration Manual, etc.), SDS's, and other information can be found 24/7. This includes the use of Nalco's web-based Ecolab3D E-data management system for the recording of site water chemistry, inventory, and equipment logs. This service is customized to meet any of your site sampling and logging needs. There is a charge of \$300/month for this service.
- The estimated annual value of routine offsite analytical testing, including legionella testing is estimated at \$7,310. Nalco is proposing to include these tests at no charge to the City of Vernon.

Not only have we provided a very competitive program, but Nalco is also uniquely positioned to continue supporting the City of Vernon with any subsequent design changes/alterations with our broad engineering support and plant modeling capabilities.

We look forward to presenting our capabilities and discussing this proposal with you.

Joel Bugarin
District Representative
(562) 760-1599
joel.bugarin@ecolab.com

Chris Buchholz
Area Manager
(510) 207-1666
cbuchholz@ecolab.com

Scott Isherwood
District Manager
(509) 431-5062
skisherwood@ecolab.com



Support Personnel and Service

The Nalco Representative

We strive to hire and develop the best people. The Nalco Water logo represents a network of employees all focused on helping customers achieve a return on their investment with Nalco. Following are characteristics of a Nalco representative: professional, problem-solver and problem preventer.

A network of experts in customer service, product development, environmental compliance, analytical and metallurgical testing, process simulation, automation technology, chemical handling, operator training, and more, backs up every Nalco representative.

Local Representatives for the City of Vernon

Following is a summary of team members who have direct responsibility for the successful implementation and operation of the chemical treatment programs for the Malburg Generating Station. These individuals will have support from the entire Nalco organization. Nalco is the largest manufacturer and marketer of specialty water treatment chemicals in the world, with numerous highly trained technical engineers and support personnel.

The professional support you will receive from Nalco is extensive and forms the foundation of water management programs you will receive. The following summaries present information on the primary members of the Nalco Water team.

Primary Account Manager: Joel Bugarin

Residence: Cypress, CA

Current Assignment: District Representative

Training: Nalco

Years with Nalco: 10 years.

Area Manager: Chris Buchholz

Residence: Pleasant Hill, CA

Current Assignment: District Account Manager

Education: University of Washington

Degree: Mechanical Engineering

Years with Nalco: 27 years.

Provided support during the construction and startup of six (6) different plants in the Bay Area. Currently provides water treatment service to seven (7) different combined cycle plants in the Bay Area



District Manager: Scott Isherwood

Residence: Bermuda Dunes CA
Current Assignment: Manager
Education: University of Washington
Degree(s): Chemical Engineering
Years with Nalco: 17 years.

Technical Consultant: Derek Roberts

Residence: Fresno, CA
Current Assignment: District Account Manager
Education: US Naval Academy
Degree: Mechanical Engineering
Years with Nalco: 31 years.
Previous Experience: US Navy nuclear power

Nalco Water's CHEMStaff group is another resource for NCPA. CHEMStaff is the premier consulting firm serving the global power industry, providing a cross discipline approach between Chemistry, Engineering, and Environmental to evaluate and investigate opportunities and technology to optimize chemistry programs to industry-best potential. CHEMStaff has extensive experience optimizing water chemistry and processes in the power industry. Our team comes directly from the utility industry with centuries of experience working in the chemistry departments of some of the leading US utilities. CHEMStaff is unique in that it brings both a broad industry perspective and hands-on experience working directly in the plants and laboratories to the industry fleet. CHEMStaff consultants are available to the City of Vernon as needed for an additional fee.

Rationale for Treatment Program Selection

Mechanical, Operational, and Chemical Assumptions

All treatment programs for the Malburg Generating Station were based on the information provided RFP, along with several years of experience servicing the facility.

Predictive Models Used: 3D TRASAR Optimizer

This simulation program allows using the Mechanical, Operational and Chemical (MOC) make-up properties to model the tower for acceptable scale, corrosion and microbiological control.

In the Optimizer, operating data is entered & the model selects the optimal treatment program based on French creek and Nalco stability models integrated with Nalco's product lines, providing scaling and corrosion potentials. This technology is balanced against the historical results that have been seen at the MGS facility.



Summary of Included Specialty Treatment Chemicals

SDS sheets for all the specified specialty chemicals are on file with the Malburg Generating Station

RO and MicroFiltration Water Treatment

PermaTreat® PC-191T **RO Antiscalant**

Description

PermaTreat PC-191T combines the product reliability of **PermaTreat PC-191** with patented TRASAR® Technology for advanced monitoring and control. **PermaTreat PC-191T** is a highly effective scale inhibitor whose active components were developed to treat reverse osmosis (RO) systems. **PermaTreat PC-191T** has shown for over 20 year's excellent performance against the following scalants: calcium carbonate, calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride, silica and iron.

Rationale for Selection

Nalco's exclusive 3D TRASAR RO Optimizer Modeling program was used to determine the product and dosage using the supplied base case.

NALCO 7408

Chlorine Scavenger

Description

NALCO 7408 is a fast-acting dechlorination agent used to reduce the levels of residual chlorine in chlorinated water supplies without increasing objectionable chloramines. **NALCO 7408** is a bisulfite-based material that reacts instantaneously with chlorine. It does not include any catalyst and, therefore, reacts more slowly with oxygen. Its primary use is dechlorination of water, feedwater for reverse osmosis (RO), feedwater to ion exchange units, and wastewater.

NALCO 2581

Alkalinity – 25% Diaphragm Grade Sodium Hydroxide, for process optimization

NALCO 2B11

Alkalinity – 50% Diaphragm Grade Sodium Hydroxide Used for off-line cleaning to remove organics

NALCO 8344

Iron Removal - 51% Citric Acid used for off-line cleaning for iron removal



Cooling Tower Circulating Water

3D TRASAR® 3DT487

Cooling Water Corrosion Inhibitor and Deposit Inhibitor (Mineral Dispersant)

Description

3D TRASAR 3DT487 is a balanced blend of corrosion and scale inhibitors designed for use in open recirculating water systems. **3DT487** contains:

- Dual function phosphonate inhibitor for both cathodic corrosion and calcium carbonate scale. The active material is a patented, proprietary chemical called Phosphinosuccinic Oligomer (PSO).
- Phosphoric acid for anodic (pitting) corrosion inhibition
- Organic High Stress Polymer 2 (HSP2) dispersant.

Rationale for Inclusion

Nalco's exclusive 3D TRASAR Cooling Tower Optimizer Modeling program was used to determine the product and dosage using the supplied base case.

3D TRASAR Control System:

Due to the changing demand of your system Nalco strongly recommends that a Next Generation 3D TRASAR® control unit be used to control product feeds.

3D TRASAR® control helps level the peaks and valleys associated with typical feed and bleed control strategies providing the protection needed and optimizes system performance and program economics. Varying plant loads and the resulting blowdown rates can rapidly change the demand for chemical.

Nalco NALSPERSE 73551 Microbial Dispersant

Cooling Tower Fill Cleaner/Biodetergent

Description

NALSPERSE 73551 is a dispersant and detergent that can be applied to a cooling water system including cooling tower fill, condenser water-side tubes and tube-side heat exchangers. It cleans and prepares cooling systems so that a registered biocide can remove microbiological-based slime and silt deposits. NALSPERSE 73551 can attach to particles in the system changing their charge profiles such that the particles repel each other, avoiding agglomeration, thus keeping them in solution. A properly maintained and cleaned system will allow for optimum performance of heat exchangers and cooling and ventilation equipment.



Nalco 90005 Non-oxidizing Biocide - *Cooling Water Microbiocide*

Description

90005 is a broad-spectrum, nonoxidizing biocide approved for use in recirculating cooling towers and decorative fountains. **90005** is particularly effective in controlling algae.

Rationale for Inclusion

90005 has been selected based on its historical effectiveness on the cooling tower at this facility and its effectiveness on many other cooling towers throughout the power industry. It is available, if needed or desired, for treatment of the large volume of water in the recirculating cooling water system, often based upon the observation of algae in the system.

Sodium Hypochlorite/Bleach

Description

Sodium Hypochlorite/Bleach is an aqueous 12.5% solution of sodium hypochlorite. It is intended for use in cooling tower, evaporative condenser water, pulp and papermill water, and industrial water systems. **Sodium Hypochlorite** represents an alternative biocide to gaseous chlorine as a cost effective and safe oxidizing biocide.

Rationale for Inclusion

The sodium hypochlorite is a commodity chemistry but is an integral part of the cooling tower chemical program. By including in the program, Nalco can assist with inventory management of this critical chemistry.

Sulfuric Acid

Description

Sulfuric Acid is 93% concentrated sulfuric acid used for both alkalinity and pH control of the cooling tower. By using acid, the cooling tower can use significantly less water without fouling the tower fill and improves the efficacy of the oxidizing biocide program.

It should be noted that sulfuric acid can be both dangerous to handle and can do significant damage to systems if not properly controlled. Nalco's NextGen Cooling tower controller not only provides a secondary pH measurement, it also watches for signs of turbidity (due to iron dissolution) and has real time corrosion monitoring, which provides additional security to this program.

Rationale for Inclusion

The sulfuric acid is a commodity chemistry but is an integral part of the cooling tower chemical program. By including in the program, Nalco can assist with inventory management of this critical chemistry.



Main Steam Cycle

NALCO® 356 Amine (*Steam & condensate pH Adjustment*)

Description

NALCO 356 is a corrosion inhibitor that contains a low volatility amine designed for use in steam and condensate systems. NALCO 356 provides effective neutralization of acidic gases, such as CO₂, throughout a condensate system.

Rationale for Exclusion

Nalco 356 has been used for several years at the Malburg Generating Station. A decision was made to move towards the 5711 product which will have much less impact on the cation conductivity. The 356 will be discontinued upon the inventory depletion.

NALCO® 5711 Amine (*Steam & condensate pH Adjustment*)

Description

Nalco 5711 is a volatile corrosion inhibitor that contains an aqueous blend of a volatile neutralizing amine and ammonia designed for use in steam and condensate systems. Nalco 5711 is designed to adjust the pH in the boiler feedwater and to protect metal surfaces from corrosion due to dissolved acids or low pH conditions in initial and extended areas of the steam, and feedwater system.

The combination of low and high distribution ratio components in Nalco 5711 enhances protection in the early condensation zones of the turbine. The blend helps reduce the tendency for Flow Assisted Corrosion (FAC) in HRSGs by maintaining pH throughout all the pressure zones better than ammonia alone. Nalco 5711 enables maintenance of feedwater pH targets with minimal impact on steam cation conductivity measurements.

BT-4000

Internal Boiler Treatment

Description

BT-4000 is a liquid boiler feedwater treatment that provides an excellent scale and deposit control. **BT-4000** is specifically designed as a phosphate-pH control program (Na:PO₄ ratio of 4:1) for systems with feedwater hardness of less than 20 ppb. The product is formulated to essentially eliminate product ammonia contribution to improve condensate system corrosion control. The suggested operating pressure limit is 2,600 psig.

Power Film 10000

POWERFILM 10000 contains a volatile surface active corrosion inhibitor designed for use in steam and condensate systems that require additional corrosion protection due to cyclic operations. The product is formulated "amine free" to reduce concerns regarding breakdown and handling associated with organic neutralizing amines. POWERFILM 10000 provides a surface-active barrier which shuts down corrosion occurring in breaks, voids and cracks in the oxide layer, limiting further oxidation of the base metal (and the resulting "iron throw" during cycling operations.)



Closed Loop

NALCO 8338 Closed System Corrosion Inhibitor

Description

NALCO 8338 is a nitrite-based multifunctional chemical treatment used for the control of corrosion and fouling in closed cooling systems with ultra high heat flux and hot water loops.

NALCO 8338 is a liquid product containing a combination of ferrous and nonferrous corrosion inhibitors, a noncarbonate buffer, scale inhibitors, and dispersants. .

Rationale for Inclusion

Nalco 8338 has been selected based on its historical effectiveness at this facility and its effectiveness in similar applications throughout the power industry. This product has been fine for application in the cooling loops and is very cost effective in systems that can tolerate nitrite-based corrosion inhibitors.

NALCO 7330 Non-oxidizing Biocide – *Closed Loop Microbiocide*

Description

NALCO 7330 is a broad-spectrum, nonoxidizing biocide approved for use in recirculating cooling towers, air washers with mist eliminators, pasteurizers, and heat transfer systems. **NALCO 7330** is particularly effective in controlling fungi and slime-forming bacteria.

Rationale for Inclusion

Nalco 7330 has been selected based on its historical effectiveness at this facility and its effectiveness in similar applications throughout the power industry.



Chemical Treatment Program Summary

Program Pricing

Nalco is providing two options for pricing the Treatment Program. One option is to making pricing adjustments annually to both the specialty chemical products of the program, along with the commodity chemical products. This has been the method Nalco has been following at MGS for the last several years.

An alternative program is offered, where the commodity chemical prices are lowered, but they are closely tied to the commodity market pricing. With this program, the prices for the commodity chemicals are adjusted up or down every quarter based upon the commodity market price.

It should be noted that total expenses for the MGS operation are directly tied to the run rates of the power plant operation. In this proposal, the average run rate of 2020 and 2021 were used to calculate expected total cost. If the run rate should be reduced significantly, the City of Vernon should expect the expenses to drop significantly as well.

All other services as described in the Service Plan are included in this offering at no additional cost to the City of Vernon.

Nalco Specialty Chemicals						
Ord Product.Pkg	Product	Application	Units	Price / Unit	Estimated Usage	Estimated Cost
3DT487.33	3D TRASAR# 3DT487	Corrosion and Deposit Inhibitor	LBS	\$ 3.65	11072	\$ 40,412.80
PC-191T.36	PERMATREAT# PC-191T	RO Antiscalant	LBS	\$ 6.46	2496	\$ 16,124.16
90005.36	NALCO® 90005	Tower Non-Oxidizing Biocide	LBS	\$ 11.38	1197	\$ 13,621.86
7408.36	NALCO® 7408	Chlorine Scavenger	LBS	\$ 4.64	2822	\$ 13,094.08
2581.36	NALCO® 2581	Alkalinity	LBS	\$ 4.84	1667	\$ 8,068.28
BT-4000.36	NALCO® BT-4000	Phosphate and Sodium Hydroxide	LBS	\$ 5.30	250	\$ 1,325.00
73551.36	NALSPERSE# 73551	Bio Detergent	LBS	\$ 4.87	227	\$ 1,105.49
356.38	NALCO® 356	Steam and Condensate pH Adjust	LBS	\$ 11.93	0	\$ -
10000.15	Powerfilm 10000	Steam Side Filmer	LBS	\$ 5.34	456	\$ 2,435.04
2B11.11	NALCO® 2B11	Alkalinity	LBS	\$ 5.75	64	\$ 368.00
7468.15	NALCO® 7468	Tower Antifoam	LBS	\$ 2.34	450	\$ 1,053.00
5711.15	NALCO® 5711	Steam and Condensate pH Adjust	LBS	\$ 3.53	240	\$ 847.20
8344.11	NALCO® 8344	Iron Removal	LBS	\$ 6.62	212	\$ 1,403.44
7330.11	NALCO® 7330	Closed Loop Biocide	LBS	\$ 4.48	40	\$ 179.20
8338.11	NALCO® 8338	Closed Loop Inhibitor	LBS	\$ 9.98	49	\$ 489.02
Total Specialty Chemistry						\$100,526.57



Analytical and Automation Costs						
Test	Description	Frequency	Units	Price Ea	Total Units	MGS COST
Tower Testing	Cooling Tower Recirc Water	Quarterly	EA	\$402	4	INCL
Coupons	Tower Corrosion Coupons	Semi-Annualy	EA	\$22	4	INCL
Steam Testing	High Purity Steam Analysis	Semi-Annualy	EA	\$473	10	INCL
Legionella	Tower Legionella Testing	Quarterly	EA	\$185	4	INCL
Bio Testing	Rapid Bio Testing	Monthly	EA	\$12	12	INCL
Controller	NextGen Tower Controller	Continuous	Monthly	\$835	12	INCL
Ecolab3D	Data Management Platform	Continuous	Monthly	\$300	12	\$3,600
Analytical and Automation Total Cost						\$3,600 / year

Commodity Chemistry - Pricing Adjusted Annually						
Ord Product.Pkg	Product	Application	Units	Price / Unit	Estimated Usage	Estimated Cost
Y301345.91	SULFURIC ACID 66 DEG BE	Tower pH and Alkalinity Control	LBS	\$ 0.39	433074	\$ 168,899.00
Y301346.91	BLEACH 12.5%	Oxidizing Biocide	LBS	\$ 0.34	277574	\$ 94,375.00
Total Commodity Chemistry						\$263,274.00

-OR-

Commodity Chemistry - Pricing Adjusted Quarterly based on Commodity						
Ord Product.Pkg	Product	Application	Units	Price / Unit	Estimated Usage	Estimated Cost
Y301345.91	SULFURIC ACID 66 DEG BE	Tower pH and Alkalinity Control	LBS	\$ 0.30	433074	\$ 129,922.31
Y301346.91	BLEACH 12.5%	Oxidizing Biocide	LBS	\$ 0.26	277574	\$ 72,596.15
Total Commodity Chemistry						\$202,518.46



Price Adjustment Policy

In June 2023, and each June following, the product, analytical, and service prices will be reviewed. Any adjustments will become effective the following July 1st.

The following price adjustment formula will be used for chemicals, with an allowed price adjustment range no higher than 15% and no lower than 2%. Analytical and service prices will be limited to increases of 2% to 15%.

% Price Adjustment = 40% Labor + 60% Chemical, where

Labor =	NAICS Employment Cost Index (CIU2010000000000I)
Chemical =	55% PCU325 + 20% WPU061 + 15% WPU067905 + 10% WPU061303

In addition to any periodic price adjustment provided for in this Agreement Nalco may increase the prices for the Products or Services if, at any time during the term of this Agreement, an Extraordinary Inflationary Disruption occurs. Extraordinary Inflationary Disruption is defined as an increase in delivered costs beyond the control of Nalco of at least ten (10%) percent and sustained over a three-month period. In case of such an Extraordinary Inflationary Disruption, Nalco may increase the price of the Products up to the full amount of the percent increase in its costs (raw materials, freight, labor or energy) by giving Customer at least thirty (30) days written notice. The baseline for determining such increase shall be on an individual product basis. If Nalco's costs decline back to a baseline level, Nalco is allowed to maintain product prices at the elevated level for the same period of time Nalco previously maintained pricing prior to the hardship price increase.



Service Plan Overview

MGS has unique needs for water chemistry engineering and operational support based on the complexity of the water systems, site and environmental design requirements, and the experience and size of the operating staff. Nalco Water recognizes the support needs, and developed a detailed service plan based on the goals and objectives of MGS and the City of Vernon.

Our service will include:

- An Annual Risk Management meeting to review onsite chemicals and the associated personnel and environmental exposure risks.
- Safety, Health, and Environmental communications as required including updating soft copies of SDS and Product Bulletins and the review and update of any other SH&E communications as needed. All site personnel with Ecolab3D accounts have on-line access to the Nalco SDS library.
- Documentation and training of program specifications to ensure safe application of the chemicals provided. Soft copies of product descriptions, proper product dosage, methods to calculate or monitor dosage, and environmental limits will be provided and updated at least annually.
- Emergency response during chemical transit, chemical spills, or other treatment process and uses. No less than two (2) emergency contacts and a 24-hour emergency response number will be provided.
- A System Survey will be provided describing chemical application points, water treatment processes and uses, and water flow diagrams will be provided. This survey will also include a one-line diagram of the whole-plant water system labeling all major equipment and chemical injection points.
- A People Survey will be provided describing plant contacts, responsible reporting parties, and vendor contacts. This list will be updated annually.
- A Program Administration Manual (PAM) will be provided that includes an overview for each treatment system, chemical program and product descriptions, feed points, target concentrations, control and troubleshooting guidelines. Both hard and soft copies of the PAM will be provided and updated at least annually. Nalco has worked with site personnel to keep your detailed commissioning program description up to date as we have completed operator training and made program adjustments.
- Written personal service reports (PSR) for each site visit will be provided describing services performed, problems found, actions taken, recommendation for the plant, and planned follow-up. For more information see Nalco's Six Service Standards section below.
- A Service Plan will be provided describing the frequency of site visits, specific services to be performed during each visit, and the frequency of recurring service items.



NALCO SERVICE PLAN

Service Component	Weekly Daily	Monthly	Quarterly	Yearly	As Required	Ongoing
Annual Business Review				Nalco		
Update of People Survey					Nalco	
Personal Service Reports & Updates	Nalco	Nalco				
Update-Plant Survey & Operations				Nalco	<u>MGS</u> Nalco	
Program Administration Manual					Nalco	
Update of Annual Service Plan				<u>MGS</u> Nalco		
Routine Service Calls	Nalco					
Boiler Water System Testing	<u>MGS</u>	Nalco				
Cooling Water System Testing	<u>MGS</u>	Nalco				
Legionella Testing			Nalco			Nalco
Deposit Analysis					Nalco	
Analytical Services/Lab Water Analyses					Nalco	
Equipment Inspections with Photographs					Nalco	
Inspection & Calibration of Feed Systems			Nalco			<u>MGS</u>
Inventory of Test Reagents and Test Kits						<u>MGS</u>
Metallographic Analysis					Nalco	
Operator Training (Chemical Safety)					Nalco	
Operator Training (System Operation)					Nalco	
Recommendations for System Control	Nalco					Nalco
Review of Treatment Logs	<u>MGS</u> Nalco	Nalco				<u>MGS</u>
Treatment Chemical Inventory	<u>MGS</u> Nalco					
Microbial Testing		Nalco			Nalco	



- An annual business review will be conducted documenting the total value of all goods and services consumed, the estimated expenditures for the coming year, a summary of projects completed and supporting data for any cost savings achieved, and technical and financial goals for the coming year. Soft copies of this review will be provided.
- Inspection of water and steam system during operation and outages will be provided. A written report detailing equipment status and recommendations will be supplied within 4 weeks of any inspection, but is usually provide the same day as the inspection with pictures and text. Nalco will meet with plant personnel at least monthly to determine the need for inspections in the following month.
- Water and deposit analysis will be performed at Nalco's analytical laboratory and specified in the RFP and as needed to verify the proper operation of our chemicals and services. Sample containers will be provided, and a written analysis and sample results will be provided within four weeks of the sample date.
- Metallographic analysis can be performed at the Nalco Water Analytical Laboratory to ensure proper operation of the Nalco provided chemistry and services. Written analysis and sample results will be provided within 4 weeks of the sample date.
- Laboratory procedure and training will be provided to ensure proper performance of chemical tests required to ensure proper application of Nalco chemicals and services. Training can be provided annually and will consist of a single pre-scheduled laboratory procedures demonstration where a Nalco representative will meet with available plant operators to perform wet chemistry and demonstrate the proper wet test procedures. Documentation will be provided showing the persons trained, date, and time. A soft copy of training materials will be provided.
- Visual inspection for each chemical feed, control, and storage system will be provided at least annually. This inspection will identify any necessary repairs or safety issues and that SDS are properly updated for each storage tank. Recommendations will be provided concerning feed and control system improvements. A soft copy of this report will be provided.
- Nalco will provide monitoring, control, and corrective actions for plant water systems. This service will include a review of log sheets and trends for a plant water streams or systems for data provided. Recommendations for improvement will be provided for any parameter with less than 80% of readings within the target range. A soft copy will be provided.
- Nalco will provide detailed chemistry evaluations and recommendations for each system's chemical treatment program. Nalco will review the treatment program design, purpose, and efficacy; compare chemical treatment program goals to results; and A soft copy copies will be provided.
- Provide corrosion rate monitoring of recirculating, and closed loop cooling systems. Corrosion coupon results will be maintained in a Nalco supplied database and made



available to the plant at least quarterly. Reports shall include both general and pitting corrosion rates. Coupon exposure time shall be approximately 180 days. A soft copy of all reports will be provided.

- In-service inspections of the MGS evaporative cooling tower will be performed at least twice per year. The MGS cooling tower is routinely given a visual inspection during each service visit. Any anomalies will be noted in the service report as a soft copy email to site personnel. As noted, a soft copy of this report will be provided.
- Annual training will be provided for operators, supervisors, and managers. It will be provided on basic water chemistry, cooling systems, HRSG systems, and pre-treatment systems. Other topics as determined by site management are also appropriate, including the Nalco on-line E-data system and the on-line eCommerce system. Training will include at least two different training sessions covering the same material to accommodate shift schedules, however we have been most successful when conducting the same training over four (4) successive weeks to reach all four shifts when on their day rotation. Training material and records will be provided in an electronic formats. Hard copy documents appropriate to the training topic may be provided as a appropriate for each training topic,
- Onsite emergency response during normal working hours: Nalco will provide no less than less than two (2) emergency contacts and a 24-hour emergency response phone number.
- Provide chemistry data trending software capable of importing existing plant data to ensure previous historical data is retained: Nalco's E-data system has been in service for close to five (5) years for some systems. The E-data logs can be exported to Excel and off-line Excl log sheets generated by E-data can be used to upload off-line data back to E-data.
- Provide recirculating, and closed loop cooling system biological control monitoring including sessile bacteria counts, bacteria metabolic residuals and bacteria speciation analysis at least quarterly. Reports shall include recommendations for improvements, cost analysis of biological treatment programs, and evaluation of current program efficacy. Electronic reports including speciation analysis shall be provided to the plant quarterly.
- Quarterly reporting of all corrosion data will be included in the corresponding monthly report.
- Annual reports will include Business Reviews, chemistry evaluations, and chemical safety audits in the corresponding monthly report.
- Special reports will include outage inspection of water and steam systems, deposit samples, specially requested water samples, metallographic analysis, and training presentations.



Action Link Emergency Response Team

1 – 800 – 424 – 9300

EMERGENCY NUMBER

24 HOURS/DAY

The Nalco Water ALERT Emergency Response System was created to minimize the human and environmental impact of all incidents involving Nalco Water products, and to work to prevent future incidents. The Distribution Safety Department is responsible for the management of the Nalco Water ALERT System. Distribution Safety is also responsible for responding to all distribution and transportation emergency incidents. * Nalco Environmental Health & Safety Toxicologists respond to all medical exposures involving our products.

*A transportation emergency is any occurrence, which results, or is likely to result, in an uncontrolled release of product while a shipment is loading, in transit, or unloading.

In case of an emergency, a special number is printed on shipping papers, product labels, and Material Safety Data Sheets: 1-800-424-9300. A call to that number activates the ALERT Emergency Response System.

Nalco Customer Delivery Specialists, common carriers and all other parties involved in the management of the distribution channel are instructed to call the emergency number in the event of a leaking container or spill. Notification of an incident to the ALERT System is mandatory regardless of the quantity involved or if the product is hazardous or non-hazardous. (Delivery Specialists are not trained to aggressively stop or clean up major spills; however, if it is safe to do so, they will secure the scene and take limited containment action.)

When a call comes in, the Control Center obtains preliminary information, instructs the caller to stand by, and notifies the Emergency Response Coordinators (ERCs) in Distribution Safety.

ERCs are divided into three groups and are on-call 24 hours a day, seven days a week. In an emergency, the Control Center first pages ERC Group A. If Group A does not respond within five minutes, the Control Center will contact Group B. If the



Control Center is unable to reach Group B within five minutes, they will proceed to Group C, again by telephone contact. Since 1995, ERC Group A has responded to over 2,900 incidents. During that same time period, only two incidents have gone on to be responded to by ERC Group B.

ERCs are the primary decision-makers in an emergency. The methodology used by the ERC is a disciplined approach to minimize the human and environmental impact of the incident. Once the Control Center contacts an ERC, he or she is provided with preliminary information. The ERC then contacts the caller to obtain more details and proceeds to develop an action strategy. When necessary, the ERC coordinates Nalco Water or carrier emergency response teams, contractors, and civil authorities to begin recovery operations. The ERC has cradle-to-grave responsibility for the incident and ensures that all parties involved handle the incident appropriately.

The ERC may also arrange an on-site remediation response if the incident involves the company fleet, if civil authorities request Nalco Water to respond on-site, or if a common carrier is unable to arrange remediation. These efforts may or may not include a Nalco Emergency Response Team (ERT).

Nalco Emergency Response Teams conduct on-site cleanup, remediation and recovery. They are available only at Nalco Water plant locations. The facility manager is responsible for making the final decision on mobilizing an ERT.

If a company ERT is not able to respond to an emergency, the ERC will hire an emergency response contractor. Distribution Safety maintains a special list of contractors for this purpose. The ERC may also contact CHEMTREC (Chemical Transportation Emergency Center), for a referral. CHEMTREC is a service established by the American Chemistry Council (ACC).

Because Nalco Water is also a subscriber to CHEMNET, a CMA mutual aid network, Nalco Water can request assistance from a chemical company that is near the scene.

The ALERT System also processes calls on medical emergencies and customer incidents that involve Nalco Water products.

EXHIBIT B
Legionella Analytical/Testing Services

2.1. Analytical

- a) Culturing and testing procedures require up to 14 days for confirmation and reporting of test results.
- b) All test samples will be submitted to the Contractor Lab which holds the appropriate certifications for performing analytical services and *Legionella* culture testing (CDC-ELITE, ISO 9001:2008, QWAS-LGC, UKAS-PHE).
- c) *Legionella* testing will be performed per the International Organization of Standardization ISO method 11731 or an equivalent method.
- d) The Lab can detect *Legionella* at a limit of 0.1 Colony Forming Units per Milliliter (CFU/mL).
- e) The Lab reserves the right to process a water sample at a different detection limit due to limitations caused by water sample quality such as turbidity or other contaminants that would prevent a sample from being processed at the detection limit requested.
- f) Analytical results are reported as follows: Total *Legionella* (all species), *Legionella pneumophila* Serogroup 1, *Legionella pneumophila* Serogroups 2-14 (combined), Other *Legionella* species (all non-pneumophila species), Fluorescent *Legionella* (reported if detected).

2.2. Sample Submittal

Test samples will be shipped by overnight courier using the Lab provided test kits. The Lab is closed on Saturdays, Sundays, and Holidays. Therefore, test samples cannot be collected/shipped on Fridays or the day before a holiday.

2.3. Test Reports

Analytical results will only be reported electronically via email to designated The City contacts.

2.4. Terms of Service

- a) Contractor recommends that *Legionella* analytical testing be performed and interpreted within the context of a properly designed *Legionella* or Waterborne Pathogen Water Safety Plan or equivalent.
- b) The City understands and acknowledges they have sole responsibility for interpretation of test results and for responding and taking corrective action for any detectable species of *Legionella*.
- c) Unless mutually agreed in a separate written service contract signed by authorized Contractor and The City representatives, Contractor is not responsible for any corrective action to remediate or respond to any detectable species of *Legionella*.

EXHIBIT C
SCHEDULE

Starting June 2023, and each June following, the product, analytical, and service prices will be reviewed. Any adjustments will become effective the following July 1st.

Pursuant to Vernon Municipal Code Section 3.32.220(C), rates to be paid by the City shall not be increased during the term of a contract except where external factors are going to significantly affect costs and rates during the term of the contract, and any such increase is directly tied to the most appropriate index or cost-of-living rate or a pass through of increased costs charged to the Contractor. Subject to these provisions, the following price adjustment formula will be used for chemicals, with an allowed price adjustment range no higher than 15%. Analytical and service price increases must adhere to the Vernon Municipal Code requirements, and can be no higher than 15%.

% Price Adjustment = 40% Labor + 60% Chemical, where

Labor =	NAICS Employment Cost Index (CIU2010000000000I)
Chemical =	55% PCU325 + 20% WPU061 + 15% WPU067905 + 10% WPU061303

NOTE: The commodity pricing is to be adjusted quarterly indexed to the cost of commodity product

Subject to Vernon Municipal Code Section 3.32.220(C), Nalco may request an increase to the prices for the Products or Services if, at any time during the term of this Agreement, an Extraordinary Inflationary Disruption occurs. Extraordinary Inflationary Disruption is defined as an increase in delivered costs beyond the control of Nalco of at least ten (10%) percent and sustained over a three-month period. In case of such an Extraordinary Inflationary Disruption, Nalco may request an increase to the price of the Products up to a pass-through of actual increased costs to the Contractor (raw materials, freight, labor or energy) by giving Customer at least thirty (30) days written notice. The baseline for determining such increase shall be on an individual product basis. If the parties cannot reach an agreement on the proposed price increase, either party may terminate this Agreement under the provisions of Section 11.21 herein.

NOTE: The commodity pricing is to be adjusted quarterly indexed to the cost of commodity product

1) Products, Prices, and Services List

Nalco Specialty Chemicals						
Ord Product.Pkg	Product	Application	Units	Price / Unit	Estimated Usage	Estimated Cost
3DT487.33	3D TRASAR# 3DT487	Corrosion and Deposit Inhibitor	LBS	\$ 3.65	11072	\$ 40,412.80
PC-191T.36	PERMATREAT# PC-191T	RO Antiscalant	LBS	\$ 6.46	2496	\$ 16,124.16
90005.36	NALCO® 90005	Tower Non-Oxidizing Biocide	LBS	\$ 11.38	1197	\$ 13,621.86
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73551.36	NALSPERSE# 73551	Bio Detergent	LBS	\$ 4.87	227	\$ 1,105.49
356.38	NALCO® 356	Steam and Condensate pH Adjust	LBS	\$ 11.93	0	\$ -
10000.15	Powerfilm 10000	Steam Side Filmer	LBS	\$ 5.34	456	\$ 2,435.04
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Total Specialty Chemistry						\$100,526.57

Commodity Chemistry - Pricing Adjusted Quarterly based on Commodity						
Ord Product.Pkg	Product	Application	Units	Price / Unit	Estimated Usage	Estimated Cost
Y301345.91	SULFURIC ACID 66 DEG BE	Tower pH and Alkalinity Control	LBS	\$ 0.30	433074	\$ 129,922.31
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Total Commodity Chemistry						\$202,518.46

Analytical and Automation Costs						
Test	Description	Frequency	Units	Price Ea	Total Units	MGS COST
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Coupons	Tower Corrosion Coupons	Semi-Annualy	EA	\$22	4	INCL
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Bio Testing	Rapid Bio Testing	Monthly	EA	\$12	12	INCL
Controller	NextGen Tower Controller	Continuous	Monthly	\$835	12	INCL
Ecolab3D	Data Management Platform	Continuous	Monthly	\$300	12	\$3,600
Analytical and Automation Total Cost						\$3,600 / year

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

EXHIBIT E

CONTRACTOR-OWNED EQUIPMENT TERMS AND DIGITAL PROGRAM TERMS

Contractor-Owned Equipment Terms

For equipment (including Porta-Feed units, 3D TRASAR, OMNI, Purate, and Pareto equipment and other proprietary equipment of Contractor and any associated computer hardware or software) furnished to City on a rental or use basis (the "Equipment"), the following terms and conditions shall also apply.

1. Equipment shall remain the sole personal property of Contractor even though City may attach Equipment to realty. Contractor may cause such Equipment to be marked to indicate its ownership, and City agrees to provide reasonable cooperation by executing any financing statements Contractor files with respect to the Equipment. City shall take no action which is inconsistent with Contractor's title to the Equipment, and shall not move, encumber or alter the Equipment without Contractor's written authorization. City shall be responsible for any personal property or use taxes associated with the Equipment.
2. City shall not use the Equipment with any materials or products other than those recommended or approved by Contractor. The proper functioning of the Equipment is conditioned upon City operating it in accordance with Contractor's recommendations.
3. City shall install and provide the utilities necessary for the Equipment, and will provide a suitable location for the Equipment, including but not limited to shelter, tank pads, spill protection, foundations, etc., as appropriate. City shall receive, unload, place and remove Equipment at no cost to Contractor and should be responsible for procuring any necessary permits or licenses for such actions. With respect to Porta-Feed units, City agrees to provide access for a standard truck (min. 40 feet end-to-end, 14 feet high) to be driven safely to an area (e.g. loading dock) in the vicinity of the base tank to offload refill units.
4. City shall not alter the Equipment without Contractor's written authorization. City assumes all risk of loss or liability arising from or pertaining to its possession, operation or use of the Equipment, and shall indemnify, defend and hold Contractor harmless from all losses, claims, damages and expenses arising from City's possession and use of the Equipment except to the extent damage to the Equipment is caused by Contractor's negligence or willful misconduct. City shall obtain and maintain for the term of this Contract all risks property insurance against loss or damage to the Equipment.
5. City shall allow Contractor to subcontract portions of work to be performed under this Contract with respect to Equipment including but not limited to data-hosting, transmission of data through internet service providers and use other service providers. Contractor shall have the right to inspect and service Equipment during normal business hours.
6. Upon termination of this Contract by either Contractor or City, City shall return Equipment to Contractor at City's sole expense in the same condition as received, ordinary wear and tear excepted. In the event Equipment is lost, damaged or destroyed, City shall pay to Contractor the cost of replacement, or of repair at Contractor's standard charges then in effect. During the term of this Contract, the Equipment will remain the exclusive property of Contractor.
7. City shall promptly notify Contractor of any material change in City's status, including, but not limited to, change of address, desired Equipment location, close of business.
8. Contractor reserves the right to use non-union labor for supervised, installation, testing and service of Equipment.
9. City agrees to inform Contractor of any special or unusual safety precautions that should be taken because of conditions in City's plant or process.
10. Notwithstanding anything in any Contract or otherwise to the contrary, all data generated or collected by the Equipment that is transmitted to Contractor (or to a Contractor third-party provider) is owned by City but City hereby grants to Contractor a perpetual, non-exclusive, royalty-free license to use that data (and that license will survive the termination or expiration of this Contract). City agrees to maintain reasonable measures to ensure the security of its information, computer and internet systems, including data security, and will hold Contractor and its affiliates harmless from claims relating thereto including, without limitation, third-party actions in connection therewith, excluding only damages to the extent caused by Contractor's willful misconduct or fraud.

Digital Program Terms

Customer grants to Nalco Water, and its affiliates, a license to use data provided or made available by Customer to Nalco Water in connection with the Program ("Customer Data") as necessary to provide the Program to Customer, to incorporate Customer Data into aggregated and anonymized data sets and for the purpose of improving Nalco Water's and its affiliates goods and services and for creating for its own account any general information or insights that may be derived from Customer Data for any lawful purpose, which license will survive the Program (the "Purpose"). Nalco Water is permitted to utilize subcontractors or other vendors in the performance of the Program with Customer Data provided that such subcontractor or vendor has agreed to use the Customer Data only for the Purpose and to treat Customer Data as confidential information. Customer agrees to maintain reasonable measures to ensure the security of its information, computer and internet systems, including data security, and will hold Nalco Water and its affiliates harmless from claims relating thereto including, without limitation, third party actions in connection therewith, excluding only damages to the extent caused by Nalco Water's willful misconduct or fraud. Customer will ensure the security of the passwords and usernames used by Customer personnel to use the Program and is solely responsible for access control maintenance (including access termination) in connection with its use of the Program. The Program is warranted to perform as set forth in the program description and is otherwise provided "as-is" and without warranty that it will be uninterrupted or error free. In no event shall either party have any liability for indirect or consequential damages related to the Program. Nalco Water's liability with respect to the Program shall in no event exceed the annual fees associated with the Digital Program. The Nalco-Owned Equipment Terms above apply to the rental or use of Nalco Water-owned products or other equipment or items ("Equipment") that are provided in connection with Program.

City Council Agenda Item Report

Submitted by: Javier Valdez
Submitting Department: Finance/Treasury
Meeting Date: June 21, 2022

SUBJECT

Property and Casualty Insurance Placements for Fiscal Year 2022-2023

Recommendation:

Approve and authorize the City Administrator to execute related documents for procurement of necessary annual insurance coverage for Fiscal Year (FY) 2022-23 effective July 1, 2022 to June 30, 2023, with total premiums estimated at approximately \$3,765,514 and not-to-exceed \$3,980,000.

Background:

The City retained AON Insurance Services (AON) to conduct an analysis to determine appropriate insurance coverages and carriers for the upcoming fiscal year. AON worked diligently with the Finance Department to identify appropriate coverage types, coverage amounts, self-insured retentions (deductibles), and competitive pricing in conjunction with the annual renewal process. AON annually evaluates the marketplace and solicits quotes from insurance carriers to ensure competitive rates are obtained. This year, on certain coverages, up to 20 insurance carriers were solicited. Analysis involved insurance underwriters from the City's existing insurance carriers and the solicitation of potential carriers. Requisite financial and claims information was provided to insurance carriers to help obtain appropriate coverage for the City at competitive prices and terms.

The insurance negotiation and placement process will conclude on or before June 27, 2022. This will allow time to bind the insurance placements before July 1, 2022, in time for the City's new fiscal year. The current schedule of coverage and associated estimated premiums for each type of coverage are summarized in the attached FY 2022-23 Insurance Premiums Schedule. The proposed coverages have been determined to be prudent and appropriate to safeguard the City.

Pursuant to Vernon Municipal Code Section 3.32.110 (A)(8), insurance contracts are exempt from the competitive bidding requirements; however, insurance brokers and agents must be assigned through a competitive selection process. AON was retained following a noticed Request for Proposal process in February of 2021.

Fiscal Impact:

The total cost for insurance coverage is budgeted in the FY 2022-23 budget for an estimated amount of \$3,765,514. Staff is recommending a not-to-exceed amount of \$3,980,000 once the final binding coverage is available. If a small adjustment less than 5% is needed, a mid-year adjustment will be presented to Council. The funds are available in General Fund, Finance Department Insurance Premium Account No. 011.1004.503035 and Vernon Public Utilities Fund, Insurance Premiums Accounts No. 055.9000.503035 and 055.9190.503035.

Attachments:

[1. FY 2022-23 Summary of Insurance Premiums](#)

Fiscal Year 2022-23 Insurance Premiums Schedule

Insurance Type	Coverage / Deductible	Estimate Premium
Property - Power Generating	\$100 Million Limit, Various Deductibles	\$568,310
Property - Residential	\$7,950,653 Limit, \$2,500 Deductible	\$39,275
Property - Municipal	\$59,614,930 Limit, \$25,000 Deductible	\$84,530
Standalone Terrorism	\$100 Million Property Terrorism, \$5 Million Terrorism Liability, \$5 Million Active Shooter, \$0 Deductible	\$50,000
Auto Physical Damage (CE/APP)	\$10 Million Limit, \$5,000 Deductible	\$13,926
Government Crime	\$1 Million Limit, \$25,000 Deductible	\$3,824
Cyber Liability	\$5 Million Limit, \$100,000 Deductible	\$72,000
Premises Pollution/Environmental Impairment Liability	\$5 Million Limit, \$5 Million per claim, \$25,000 Deductible except \$50,000 Deductible (Utility Locs.) \$100,000 Deductible (Natural Gas Pipeline)	\$61,415
1st Excess Liability	\$5 Million Limit, \$2 Million Deductible except \$3 Million Deductible for Law Enforcement	\$160,000
2nd Excess Liability	\$5 Million Limit excess \$5M	\$215,000
3rd Excess Liability	\$5 Million Limit excess \$10M	\$110,000
4th Excess Liability	\$5M Limit excess \$15M	\$60,000
Excess Worker's Compensation	\$50 Million Limit, \$1 Million Deductible except \$1,500,00 Deductible for Presumptive Losses	\$187,600
Special Event GL	\$2 Million Limit, \$1 Million Each Occurrence	\$3,200

Malburg Generating Station

Excess Liability	\$100 Million Limit	\$699,064
Property Insurance	\$200 Million Limit	\$1,355,735
Commercial Property/EQ and FL	\$50 Million Limit,	\$153,038
Workers Compensation	\$50 Million Limit,	\$57,538
Environmental	\$5 Million Limit	\$57,418
Terrorism	\$200 Million Limit	\$26,152

Total Amount	\$3,978,025	
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City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: June 21, 2022

SUBJECT

Purchase Contract with Merrimac Energy Group to Procure Fuel

Recommendation:

Approve and authorize the issuance of a Purchase Contract with Merrimac Energy Group in an amount not-to-exceed \$500,000 to procure fuel for Citywide fleet for Fiscal Year 2022-2023.

Background:

The Public Works Department (Public Works) purchases the fuel for the City's entire fleet of vehicles. In order to avoid the higher cost of retail purchases at the pump, it is most advantageous for the City to contract for the delivery of bulk fuel from a licensed vendor that can supply fuel to the City's fuel tank locations.

Staff is recommending that the City Council award a Purchase Contract to Merrimac Energy Group (Merrimac) for fuel in an amount not-to-exceed \$500,000. For the proposed purchase, the City intends to piggyback on a current contract between Merrimac and the City of San Buenaventura (Ventura) (Attachment 1). Per Vernon Municipal Code 3.32.110 (A)(5), the purchase with Merrimac is exempt from competitive bidding, as piggybacking allows the City to leverage the same prices, and terms and conditions for supplies, equipment, or services as in a previous award negotiated by another public agency. The Finance Director has determined that piggybacking for this purchase is advantageous for the City.

Under the contract with Merrimac, the price of red dye diesel, renewable diesel, gasoline fuel, diesel exhaust fluid and lubricants are determined daily by the Oil Price Information Service (OPIS) Early Day "Los Angeles Average," as published weekly by the United Communications Group. The Contractor's Customer Service Representative shall monitor the daily pricing and advise the City of potential price increases and/or decreases, enabling the City to secure the most optimal pricing for its fuel purchases.

On average, the City spends about \$35,000 per month on fuel. With fuel costs escalating over the past year, the requested amount will ensure that Public Works is able to procure the amount of fuel necessary to operate the City's fleet for Fiscal Year 2022-2023.

Fiscal Impact:

Sufficient funds for the purchase of fuel are included in the Vehicle Expense Account for each City Department.

Attachments:

1. [City of Ventura - Merrimac Agreement FY 2022-23](#)

ATTACHMENT A

CITY OF VENTURA

GENERAL SERVICES AGREEMENT

CITY OF SAN BUENAVENTURA AND MERRIMAC ENERGY GROUP AGREEMENT NO. _____

By this General Services Agreement ("Agreement"), the City of San Buenaventura ("CITY") agrees to engage the services of CONTRACTOR (identified below), and CONTRACTOR agrees to perform the services for CITY as herein described, for the compensation, during the term, and otherwise subject to the covenants and conditions herein set forth. CITY and CONTRACTOR may be individually referred to as "Party" or collectively as the "Parties."

1. RESERVED.

2. SUMMARY DESCRIPTION OF SERVICES.

Fuel and Lubricant Supplier in accordance with Request for Proposal No. P-130000664

3. PARTIES.

CITY OF SAN BUENAVENTURA ("CITY"), a charter city and municipal corporation of the State of California, located at 501 Poli Street, Ventura, CA 93002

Merrimac Energy Group ("CONTRACTOR"), a corporation of the State of California, located at 3738 Bayer Ave., Suite 204, Long Beach, CA 90808

4. TERM OF AGREEMENT: From (Date): July 1, 2022 ("Effective Date") To (Date): June 30, 2023

Optional Extension (initial term, plus any option to extend, shall not exceed a total of five (5) years):

The City may, at its option, and with the approval of the Contractor, extend the period of the agreement for one (1) year periods, for a period of up to four (4) years in accordance with the scope of work and general terms and conditions of the General Services Agreement. Any price increases or decreases shall be negotiated at time of contract extension.

5. AGREEMENT AMOUNT: A Not-to-Exceed Amount of \$784,640.00

6. DESIGNATED REPRESENTATIVES.

The Designated Representatives listed below shall be authorized to act on behalf of the named Party, be responsible for negotiations and contractual matters, and coordinate with each other to perform the services under this Agreement. Additionally, CONTRACTOR's services shall be performed or immediately supervised by the CONTRACTOR's Representative:

CITY Designated Representative:

Name: Barbara McCormack
Title: Fleet and Facilities Manager
Phone: (805) 652-4545
Email: bmccormack@cityofventura.ca.gov
Mailing Address (if differs from above):
336 Sanjon Rd., Ventura, CA 93001

CONSULTANT Designated Representative:

Name: Bruce Mainor
Title: Sales / Dispatch
Phone: (562) 420-6000
Email: bmainor@merrimacenergy.net
Mailing Address (if differs from above):

7. CONTRACTUAL PREREQUISITES.

7.1. This Agreement must first be approved as to form by the City Attorney, then executed by the CONTRACTOR, after which the Agreement may be executed by an authorized person on behalf of the CITY.

7.2. A request for modification of the terms herein must be made in writing and presented to the Designated Representative of the CITY prior to the time this Agreement is executed.

7.3. All proof of business license, insurance, and W-9 forms is required prior to execution of this Agreement.

8. CONTRACTOR'S SERVICES.

CONTRACTOR shall perform/agrees to perform the tasks, obligations, and services set forth in the "Scope of Services," attached to and incorporated into this Agreement as "Exhibit A." Once this Agreement is executed, the Scope of Services may only be modified by written Amendment pursuant to Section 18 of this Agreement.

9. COMPENSATION.

CITY shall pay CONTRACTOR for the services performed pursuant to the terms of this Agreement in the time and manner set forth in the "Schedule of Compensation," attached to and incorporated into this Agreement as "Exhibit B." Once this Agreement is executed, the Schedule of Compensation may only be modified by written Amendment pursuant to Section 18 of this Agreement.

10. PAYMENT.

The CITY shall pay all undisputed portions of any applicable invoice within thirty (30) days after receipt of an invoice. In the event the CITY disputes one or more items in an invoice, the CITY shall, within thirty (30) days after receipt of such invoice, notify the CONTRACTOR of the item(s) being disputed and the reason(s) therefore. The CITY may withhold payment for such disputed items until resolution of the dispute.

11. COMMENCEMENT OF PERFORMANCE.

CONTRACTOR shall not perform any work under this Agreement until: (i) CONTRACTOR furnishes proof of insurance as required under Section 21 of this Agreement, and (ii) CITY provides CONTRACTOR a signed General Services Agreement, which shall serve as a Notice to Proceed. All services required of CONTRACTOR under this Agreement shall be completed on or before the end of the term of the Agreement.

12. STATUS OF CONTRACTOR.

The Parties agree that CONTRACTOR (and any subcontractors), in performing the services herein specified, shall act as an independent contractor and shall have control of all work for which CONTRACTOR is responsible, and the manner in which it is performed. CONTRACTOR shall be free to contract for similar service to be performed for other employers while under contract with CITY, provided that such work does not create a conflict of interest. CONTRACTOR shall have no right or power to bind the CITY to any contracts or agreements with third parties. CONTRACTOR is not an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CITY provides for its employees. However, the CITY retains the right to provide general instructions to and observe the CONTRACTOR in the performance of all services done on behalf of the CITY.

In the event CONTRACTOR or an employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement is determined by a court of competent jurisdiction with the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, protect, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or their employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which might otherwise be deemed the responsibility of the CITY.

13. LAWFUL PERFORMANCE.

CONTRACTOR shall abide by all Federal, State, and Local Laws and Regulations as may be related to the performance of duties under this Agreement. CONTRACTOR, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. SAFETY REQUIREMENTS.

CONTRACTOR shall not perform any services for the CITY when the CONTRACTOR is impaired by alcohol or a controlled substance. When there is reasonable cause to believe that any person has violated this provision, that person shall be immediately removed from the premises and be subject to any applicable civil and/or criminal penalties under the CITY's Code and/or under state law. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public. The CITY reserves the right to issue restraining or cease and desist orders to CONTRACTOR when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The acceptance of CONTRACTOR's work by CITY shall not operate as a release of the CONTRACTOR from such standard of care and workmanship.

15. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT.

CITY shall be the owner of any and all technical documents and records, including, computations, plans, correspondence, and/or other pertinent data and information, both hard copy and electronic, gathered or prepared by CONTRACTOR in performance of this Agreement and shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when the same may be requested by CITY.

15.1. Records and Inspections. The CONTRACTOR shall maintain full and accurate records, with respect to all services and matters covered under this Agreement. The CITY shall have free access at all reasonable times to such records, both hard copy and electronic, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.

15.2. Deliverables. CONTRACTOR shall deliver to the CITY the studies, plans, specifications, or other documents as are identified in the Scope of Services; and CONTRACTOR shall, upon completion of all work, submit to the CITY all information developed in the course of the CONTRACTOR's services. CONTRACTOR shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. CONTRACTOR shall, upon request by CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to CONTRACTOR by the CITY.

15.3. Ownership – Generally. All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this Agreement shall be the property of the CITY, and all patents or copyrights shall be assigned to the CITY, unless otherwise agreed. CONTRACTOR agrees that CITY may make modifications to computer software furnished by CONTRACTOR without infringing CONTRACTOR's copyright or any license granted to CITY, unless otherwise agreed.

15.4. Ownership of Documents. Every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

15.5. Confidentiality. CONTRACTOR may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for CONTRACTOR to perform its obligations pursuant to this Agreement. If CONTRACTOR is granted such access to confidential information, CONTRACTOR shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

15.6. Disclosure of Information. CONTRACTOR shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to CONTRACTOR by the CITY or other information to which the CONTRACTOR has had access during the term of this Agreement without the prior written approval of the CITY's Designated Representative during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

16. NON-APPROPRIATION OF FUNDS.

Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONTRACTOR's services beyond the current fiscal year, and if no funds are legally available from other sources to lawfully make the payments, this Agreement may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the current original or renewal term. The CITY will provide notice of its inability to continue the Agreement at such time as the CITY's Designated Representative is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the contract.

17. TERMINATION OF AGREEMENT.

At any time, with or without cause, the CITY shall have the right, in its sole discretion, to terminate this Agreement by giving written notice to CONTRACTOR pursuant to Section 31 of this Agreement, and such termination shall be effective immediately upon giving notice. There shall be no period of grace after giving the notice of termination. Upon termination, CITY shall be liable to CONTRACTOR only for work done by CONTRACTOR up to and including the date of termination of this Agreement unless the termination is for cause, in which event CONTRACTOR need be compensated only to the extent required by law. CONTRACTOR may terminate this Agreement at any time during the term of the Agreement by giving the CITY sixty (60) days' written notice.

17. OPTION TO EXTEND AGREEMENT.

When in the CITY's best interest, this Agreement may be extended on a daily, month-to-month, annual, or other basis by modification pursuant to Section 18 of this Agreement. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

18. MODIFICATION OF AGREEMENT.

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment, and as authorized by the San Buenaventura Municipal Code, sections 4.600.190 and 4.600.200.

19. ASSIGNMENT.

This Agreement is for the non-professional services of CONTRACTOR. Any attempt by CONTRACTOR to assign the benefits or burdens of this Agreement without the prior written approval of CITY shall be prohibited and shall be null and void. CONTRACTOR's services pursuant to this Agreement shall be provided by the CONTRACTOR's Designated Representative or directly under his/her supervision, and CONTRACTOR shall not assign another to supervise the CONTRACTOR's performance of this Agreement without the prior written approval of CITY, by and through the CITY's Designated Representative.

20. INDEMNIFICATION & HOLD HARMLESS.

As a separate and independent covenant from CONTRACTOR's obligations under Section 21 hereof, CONTRACTOR shall indemnify, protect, defend with counsel acceptable to the CITY, and

hold CITY and CITY's officers, employees, agents, and volunteers harmless and free from any and all claims, liabilities, or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), related in any way to CONTRACTOR's performance of its services pursuant to this Agreement. In the event CITY and/or any of CITY's officers, employees, agents, or volunteers are named in any lawsuit, or should any claim be made against it or any of them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission, wrongful conduct, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), CONTRACTOR shall indemnify them for any judgment rendered against them for such negligent act, negligent omission, wrongful act, or any loss, damage, or injury, including death, that is sustained from any communicable disease (including, but not limited to any form of the coronavirus, or anything emanating from or related to a coronavirus), any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including but not limited to attorney's fees.

CONTRACTOR also understands and agrees that it is being employed to perform the services provided for by this Agreement because of CONTRACTOR's professed expertise and experience in performing such services. In addition, CONTRACTOR understands and agrees that while CITY or CITY's officers, employees, agents, or volunteers may elect to do so, they have no duty to review, inspect, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, CONTRACTOR waives any right of contribution against CITY or any of CITY's officers, employees, agents, or volunteers arising out of such failure to inspect, review, monitor, or supervise the work performed by CONTRACTOR pursuant to this Agreement.

The CONTRACTOR's obligations under this Section of the Agreement shall survive the termination of the Agreement.

21. INSURANCE.

Prior to commencing the services required by this Agreement, and at all other times this Agreement remains in effect, the CONTRACTOR shall procure and maintain in full force and effect all of the insurance required by Exhibit "C," attached hereto and incorporated herein by this reference.

22. LIVING WAGE REQUIREMENTS.

During the term of this Agreement, CONTRACTOR understands and agrees that if Living Wages are applicable subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code (the "Code") entitled, "Living Wages and Benefits for City Services" (a copy of which is available upon request), CONTRACTOR will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement.

23. PREVAILING WAGE REQUIREMENTS.

23.1. Application. The payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over \$25,000 and projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

23.2. Compliance with California Department of Industrial Relations (DIR). To determine if this Agreement is subject to compliance monitoring and enforcement, go to: <https://www.dir.ca.gov/Public-Works/PublicWorksSB854FAQ.html>

23.3. Contract Splitting. It is unlawful to split, or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

23.4. Use of Prevailing Wages vs. Living Wages. In the event that there is a difference between the amount of wages to be paid under the CITY of Ventura's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to this Agreement. **PLEASE NOTE, with respect to Federal contracts, other requirements may apply, in which case, the highest of the federal Prevailing Wage, state Prevailing Wage and local Living Wage prevails.**

24. COVENANTS AND CONDITIONS.

Each term and each provision of this Agreement to be performed by CONTRACTOR shall be construed to be both a covenant and a condition.

25. NOTICE OF BREACH AND OPPORTUNITY TO CURE.

Neither Party will be deemed to be in breach of this Agreement based on a breach that is capable of being cured until it has received written notice of the breach from the other Party. The Party charged with breach will have fifteen (15) days from the date of receiving such notice in which to cure the breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached have not been cured or explained to the satisfaction of the other Party within fifteen (15) days from the date on which the Party received notice of breach, the non-breaching Party may terminate this Agreement.

26. WAIVER.

CITY's review or acceptance of, or payment for, work product prepared by CONTRACTOR under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONTRACTOR's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

27. DISPUTES.

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this Agreement, shall be decided by the CITY's Designated Representative, who shall reduce this decision to writing and mail a copy to the CONTRACTOR. The decision of the CITY's Designated Representative shall be final and conclusive unless CONTRACTOR requests mediation within ten (10) calendar days. Pending final decision of a dispute, the CONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with the decision of the CITY's Designated Representative.

28. DISPUTE RESOLUTION.

Should an unresolved dispute arise out of this Agreement, any Party may request that it be submitted to mediation. The Parties shall meet in mediation within a reasonable time not to exceed forty-five (45) days of a request. The mediator shall be agreed to by the mediating Parties. In the absence of an agreement on a mediator, the Parties shall each submit one name from mediators listed by the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process. The cost of mediation shall be borne equally by both Parties. Neither Party shall be deemed the prevailing Party. No Party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the Parties but not more than sixty (60) days, unless the maximum time is extended in writing by both Parties.

29. TAXPAYER IDENTIFICATION NUMBER.

CONTRACTOR shall provide CITY with a complete Request for Taxpayer Identification Number and Certification as issued by the Internal Revenue Service.

30. USE OF THE TERM "CITY."

Reference to "CITY" in this Agreement includes the CITY, its City Manager, or any authorized representative acting on behalf of the CITY.

31. NOTICES.

All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by first-class mail. Notice sent by mail shall be addressed to each Party's Designated Representative as set forth above in Section 6. When addressed in accordance with this Section, such notice shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this Section.

32. FORCE MAJEURE.

Neither the CONTRACTOR nor the CITY shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the

Party's own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the CITY.

33. GOVERNING LAW.

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Ventura.

34. SEVERABILITY.

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect and be enforceable.

35. INTEGRATED AGREEMENT.

This Agreement and the attached exhibits to this Agreement represent the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent successors and assigns.

36. NO THIRD-PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third-party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

37. AUTHORITY TO EXECUTE.

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its corporation, partnership, business entity, or governmental entity, and warrants and represents that the Designated Representative has the authority to bind each Party to the performance of its obligations hereunder.

38. EXECUTION – COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, but they shall not be effective nor enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant Parties. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other Party to this Agreement is in the physical possession of the Party seeking enforcement thereof.

39. INCONSISTENT OR CONFLICTING TERMS.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of

the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing, and initiated by CITY's Designated Representative, as to each additional contractual term or condition.

40. ACKNOWLEDGEMENT.

By signing below, CONTRACTOR acknowledges that it has reviewed the CITY's General Services Agreement terms and conditions and insurance requirements and that CONTRACTOR hereby agrees to full compliance.

Signatures Follow

In witness whereof, the Parties have entered this Agreement on the date last signed below ("Effective Date").

CITY OF SAN BUENAVENTURA

MERRIMAC ENERGY GROUP

Name: Sofia Rubalcava
Title: Mayor

Name: Mary Hazelrigg
Title: President

Date

Date

Name:
Title:

Date

Tax Identification Number

APPROVED AS TO FORM
ANDREW HEGLUND, CITY ATTORNEY

By: Miles Hogan 5/25/2022
Miles Hogan Date
Senior Assistant City Attorney

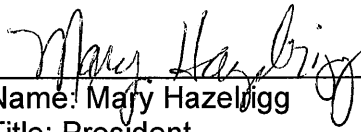
In witness whereof, the Parties have entered this Agreement on the date last signed below ("Effective Date").

CITY OF SAN BUENAVENTURA

Name: Sofia Rubalcava
Title: Mayor

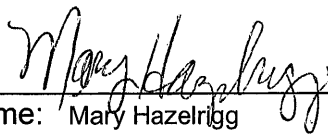
Date

MERRIMAC ENERGY GROUP



Name: Mary Hazelrigg
Title: President

April 29, 2022
Date



Name: Mary Hazelrigg
Title: Secretary/Treasurer

April 29, 2022
Date

77-0189045
Tax Identification Number

APPROVED AS TO FORM
ANDREW HEGLUND, CITY ATTORNEY
PER SMBC, SECTION 4.600.050

Any modifications to the provisions of this pre-approved Standard Form requires submission to the City Attorney for review, approval and signature.

EXHIBIT A

GENERAL SERVICE AGREEMENT (City of San Buenaventura and Merrimac Energy Group)

SCOPE OF SERVICES

SCOPE OF WORK

Contractor shall provide all fuel, diesel exhaust fluid, lubricants, transportation, labor, equipment and incidentals associated with the provision of fuel to the City of Ventura.

Contractor shall provide an oil analysis program for all lubricants sold and a cost.

FUEL SPECIFICATIONS

All gasoline and diesel delivered under this contract shall meet the latest requirements of the California Air Resources Board (CARB), Federal and local governments as well as fuel industries laws, codes, requirements, standards and guidelines currently in force and any of those put in force during this contract. Particular attention shall be paid to the American Society of Testing and Materials (ASTM) laws, regulations and standards.

DELIVERY REQUIREMENTS

Contractor shall operate a 24/7/365 fuel supply operation. Deliveries shall be made, as requested, by the City of Ventura Fleet Services within a maximum of 48 hours from notice during weekly/regular hours, between the hours of 7am to 5pm Monday through Friday, except alternate Fridays at the Maintenance Yard, unless otherwise requested delivery. Current delivery sites are shown in Exhibit A. The City reserves the right to add or delete sites within the City as needed during the course of the contract. Contractor shall designate the Customer Service Representative for the City of Ventura contract for coordination of fuel ordering and deliveries.

Contractor shall make no unauthorized deliveries. Contractor shall be financially responsible for any unauthorized fuel deliveries and shall be considered poor performance.

Contractor Drivers shall be HAZMAT trained and certified and DOT compliant. Drivers shall be familiar with City of Ventura fueling sites, tanks, equipment, and type of fuel, location of delivery sites, safety protocols and ingress/egress accessibility. Contractor shall have identification and wear a uniform for identification and security.

Contractor's fleet delivery vehicles shall be environmentally safe, clean and comply with all Federal, State and local emission requirements to promote a clean fleet. All delivery vehicles shall be clearly marked with the selected fuel supplier company name/logo.

EMERGENCY/DISASTER PREPAREDNESS PLAN

In the event of a natural, or man-made disaster, operations for the City and the Contractor may be impacted.

Contractor shall submit with their proposal information supporting their ability to continue operations, and service/product delivery, in the event of an unforeseen emergency.

The Emergency Preparedness Plan shall explain how your firm will provide assistance to the City under allocation or limited supply conditions whether, or not, they are due to an unforeseen emergency. State the priority level, criteria for delivery, and timeframe (assuming roads are accessible) to the City public services and local agencies. List the location, quantity and type of fuel storage available to supply fuel in the event of an emergency. The plan shall include the location of refineries available to the Contractor in the Southern California Los Angeles area and alternative locations in the Central or Northern California areas.

OPTION - DESIGNATED TANK OPERATOR SERVICES

As an option, the Contractor may be requested to provide Designated Tank Operator Services on a monthly basis to perform monthly inspections of the fuel sites per APCD and in compliance with the City's Permit to Operate.

SECURITY ACCESS

Prior to the execution of a contract, Contractor and assigned employees entering City of Ventura property shall be required to pass a Background check with the City of Ventura Police Department.

EXHIBIT B
GENERAL SERVICE AGREEMENT
(City of San Buenaventura and Merrimac Energy Group)
SCHEDULE OF COMPENSATION

Pricing Requirements

The price of all Red dye diesel, renewable diesel, gasoline fuel, diesel exhaust fluid and lubricants delivered shall be determined daily by the **OPIS EARLY DAY "LOS ANGELES AVERAGE"**, in accordance with the following procedures:

- a. OPIS as used herein refers to the Oil Price Information Services newsletter published weekly by United Communications Group. Bethesda, Md.
- b. The average posted price listed under the following column headings in the OPIS table titled, "PAD 4/5 report" shall be used in determining the daily-adjusted price.

Column Headings

Location	Red Dye Diesel ULS	Reg Unleaded	Renewable Diesel
Los Angeles, Ca.	Average	Average	Average

- c. The Following definitions shall apply to the terms used in the price adjustment calculation.

- (1) OPIS Average: The Term is the LA Average posted price as listed in the issue of OPIS.
- (2) OPIS at Delivery: This term is the average posted price as listed in the issue of OPIS published daily during which deliveries are made.

The index for adjusting the prices shall be the OPIS Los Angeles average price for all refineries listed in Los Angeles (PAD 4/5) for Red dye diesel No.2 (or alternative renewable diesel) and regular unleaded gasoline. The OPIS price shall be adjusted in accordance with the plus/minus cents per gallon as bid hereunder. This adjustment shall be firm for the life of any resultant agreement(s) to this Request for Proposal and shall not be subject to change.

If the OPIS price is not reported for any day, the most recent price previously reported shall be utilized as the base price.

If the marketing publication is canceled, or modified, the City reserves the right to re-establish the pricing mechanism or cancel all or part of the contract.

The price for "delivery charge" quoted shall be firm for the initial period of contract.

Contractor's Customer Service Representative shall monitor the daily pricing and advise the City Fleet Services of potential price increases or decreases so the best possible price is offered when the City needs to order fuel deliveries.

Description	MERRIMAC Unit Cost/Gal
1. 87 Unleaded Regular Gasoline (Truck/Trailer Delivery) 5,000 Gal or More State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$ -0.0890
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.2768
2. 87 Unleaded Regular Gasoline (Tank Wagon Delivery) 500-4,999 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$ -0.115
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.2508
3. 87 Unleaded Regular Gasoline (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3658
Discount/Increase From OPIS (enter - or +)	\$ -0.1199
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.2459
4. Diesel NO. 2 (ULS) Red Dye (Truck/Trailer Delivery) 5,000 Gal or more State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	\$ +.0320
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.3747
5. Diesel NO. 2 (ULS) Red Dye (Tank Wagon Delivery) 500-4999 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	\$ +.139
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.4817

Description	MERRIMAC Unit Cost/Gal
6. Diesel NO. 2 (ULS) Red Dye (Less Than Tank Wagon Delivery) <500 Gal State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter " " or +)	\$ +.169
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.5117
7. Renewable Diesel No. 2 (Truck/Trailer Delivery) 5,000 Gal or more State Brand(s) Quoting:	
AM OPIS LA Average Price	\$ 3.3427
Discount/Increase From OPIS (enter - or +)	OPIS EVEN
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$ 3.3427
8. Diesel Exhaust Fluid (Less than Tank Wagon Delivery) 330 Gal State Brand (s) Quoting:	
AM OPIS LA Average Price	N/A
Discount/Increase From OPIS (enter - or +)	N/A
Delivery Charge (City of Ventura)	\$ 0.00
Total	\$2.75* "No index available; price subject to change"
9. Oils and Lubricants	
REO 10W30 GF-5/ SN (Bulk)	\$ 8.21
REO 40wt (55 Gal Drum)	\$ 15.75
REO 15W40 CJ-4 (Bulk)	\$ 9.19
REO HYD 68 (Bulk)	\$ 7.90
PERFORMANCE 500 HIVIS MVP ATF (Bulk)	\$ 11.99
CHEVRON ULTRA DUTY EP 2 (Master Pack/40 Tubes)	\$ 179.00 / 40pk
CHEVRON DELO 400 30WT/40WT (Cases 3/1 Gal)	\$ 20.99 / gallon
CHEVRON TURBINE GST 100 (5 Gal Pails)	\$ 21.99 / gallon
CHEVRON TURBINE GST 100 (55 Gal Drum)	\$ 19.99 / gallon
CHEVRON MEROPA 320 (35 lb Pail)	\$ 3.00 / pound
CHEVRON GEO HDAX LFG 40WT (55 Gal Drum)	\$ 20.99 / gallon
REO AW ISO 46 Hydraulic Oil. Product Code GPR 500046 (Bulk)	\$ 6.99 / gallon
500 REO Premium UTF Hydraulic Oil Product Code GPR 226606 (Bulk)	\$ 6.99 / gallon
REO Motor Oil SAE 40W Product Code GPR 50040 (Bulk)	\$ 9.75

Description	MERRIMAC Unit Cost/Gal
295 Allison Synthetic Transmission Fluid (Bulk)	\$ 26.30
Diesel Exhaust Fluid (Bulk)	\$ 2.75
10. Oil Analysis Program for all Lubricants	\$23.99 / tube. 10 / box
TOTALS	
	\$ 419.2543
Alternative Proposal	
Designated Tank Operator Services	
Maintenance Yard – Yearly Fee	\$ 3,900.00
Police/Fire Headquarters – Yearly Fee	\$ 4,900.00
Hourly Rate	\$ 190.00
Vendor Notes:	
	\$75 flat charge for any pumping fuel into above ground tanks.

EXHIBIT C

GENERAL SERVICES AGREEMENT (City of San Buenaventura and Merrimac Energy Group)

INSURANCE REQUIREMENTS

Prior to contract approval, **CONSULTANT/CONTRACTOR/SELLER/BIDDER** (hereafter referred to as “Contractor”) must procure, agree to maintain and supply evidence of insurance at the levels listed and in accordance with the other provisions listed in this document.

1. Coverage Types and Limits

a) Commercial General Liability (ISO CGL CG 00 01) - including coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. Commercial General Liability (CGL) per Occurrence Commercial General Liability Aggregate or Combined Single Limit (CSL) Coverage must include Pollution Liability via Policy or Endorsement	\$5 million \$10 million
b) Auto Liability for owned, hired, and non-owned vehicles per Occurrence or Combined Single Limit. Coverage must include Pollution Liability via Policy or Endorsement	\$5 million
c) Worker's Compensation <i>with a Waiver of Subrogation in favor of the City</i> Employer's Liability	Statutory Limits \$500,000

2. Insurance Policy Provisions, Endorsements, and other Requirements

Contractor agrees to comply with the following additional requirements with respect to the insurance:

- Liability Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent, or volunteer of City. As such, a Primary and Non-Contributory Endorsement (with coverage at least as broad as ISO CG 2001 04 13) is required on all liability policies.
- Contractor waives its right of subrogation against the City. As such, a Waiver of Subrogation Endorsement is required on the Contractor's Worker's Compensation policy.

- c) A "Blanket" Additional Insured Endorsement (a/k/a "automatic additional insured endorsement"), attached to the Commercial General Liability policy covering premises liability, ongoing operations, product liability, and completed operations is required. If a "Blanket" endorsement is not available, Contractor may submit a combination of the following endorsements:

An Additional Insured Endorsement covering Premises and Ongoing Operations CG 20 10 04 13 or its equivalent (CG 20 26, CG 20 33, or CG 20 38) AND
and Additional Insured Endorsement covering Completed Operations CG 20 37 04 13.

- d) Insurance Policies must be issued by an insurance company licensed to do business in the State of California with an *AM Best* rating of not less than A:VII.
- e) Each insurance policy required above shall provide that coverage shall not be canceled except with 30 days' notice to the City.
- f) The Description section of the Certificate must include the following language:

The City of San Buenaventura, its officers, officials, agents, employees and volunteers shall be named as an additional insured under the General Liability and Auto Liability policies. All Liability policies are primary and Non-Contributory. Waiver of Subrogation applies to the Worker's Compensation policy. 30 day notice of cancellation will be provided to the Certificate Holder.

- g) A Certificate of Insurance must include the following language in the Certificate Holder section:

*City of San Buenaventura, its officers, officials, agents, employees and volunteers
501 Poli Street
Ventura, CA 93002*

- h) Contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be submitted to the City within 10 days of renewal.
- i) Contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance and any required endorsements evidencing all of the coverages required. Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.
- j) Contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions

that preclude coverage for any legal action between Contractor and City, between Contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, officials, employees, agents, or volunteers.

- k) Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no Contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.
- l) Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury, and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverage.
- m) Coverage shall be written on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made" basis, Contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated. Such insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover Contractor for all claims made by City arising out of any errors or omissions of Contractor, or the officers, employees or agents of Contractor during the time this Agreement was in effect.
- n) Contractor shall require all sub-contractors or other parties hired by Contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and submit evidence of all such insurance. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.
- o) No contract used by any Contractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, Contractor shall provide City with all agreements with sub-Contractors or others with whom Contractor contracts on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

- p) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by Contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to Contractor pursuant to this Agreement.
- q) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual, or entity designated as the address of the project or services provided for by this Agreement. Insurance coverage limits are subject to change based on the unique liability associated with each project over and above standard coverage limits at the discretion of the City's Risk Manager or their designee.
- r) Contractor shall provide immediate notice to City of any claim against Contractor or any loss involving Contractor that could result in City or any of City's officers, employees, agents, or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.
- s) In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations, and liability of any kind attributed to City, or City's officers, employees, agents, or volunteers as a result of such failure.

Please note:

- t) Automobile Liability insurance is not required if the Vendor and its employees does NO traveling in providing services for completion of the Agreement (e.g. telecommuting). If the Vendor has employees but no vehicles registered to the business (personal vehicles only), the non-owned and hired automobile liability coverage should be included in the Vendor's Commercial Auto Liability policy
- u) Workers Compensation insurance is not required if the Contractor is a sole proprietor/partner/corporate officer with no employees. Otherwise, Worker's Compensation is required under CA Labor Code Section 3700. A Workers Compensation Insurance Waiver is required stating Contractor is a sole proprietor/partner/corporate officer with no employees. This waiver is to be included with the other submitted documents.

- v) Professional Liability may be required for the following types of contractors. These are only examples and not an all-inclusive list. Contact Risk Manager for clarification and requirements.

Examples:

Appraisers, notaries, imaging of records, EOC plan, Fair Housing assessments, trainers

Chemists, auditors, insurance agents and brokers, lawyers, laboratories, surveyors, building inspectors, traffic engineering services.

Ambulance services, actuaries, counselors, medical providers. Also includes engineers, architects, construction managers, hazardous materials evaluators, environmental impact evaluators. All IT related projects, contractors and consultants.

- w) Cyber Liability and Network Security/Data Privacy Coverage and Technology E&O/Technology Professional Liability coverage may be required in agreements that have an IT or data component. Contact Risk Manager for clarification and requirements.

City Council Agenda Item Report

Submitted by: Lissette Melendez
Submitting Department: Public Works
Meeting Date: June 21, 2022

SUBJECT

Purchase Contract for City Contract No. CS-1466: City Hall Chiller Condenser Coils Replacement

Recommendation:

- A. Find that the proposed action is categorically exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines § 15301, because the project consists of the maintenance, repair or minor alteration of existing equipment and involves negligible or no expansion of an existing use;
- B. Approve and authorize the issuance of a Purchase Contract with Western Allied Corporation for the replacement of the City Hall Chiller condenser coils for a total amount of \$35,990; and
- C. Authorize a contingency of \$10,000 in the event that additional unforeseen repairs are necessary, and grant authority to the City Administrator to issue change orders for an amount up to the contingency amount, if necessary.

Background:

Recently, the City Hall Chiller stopped working and, during the inspection to determine necessary repairs, the City's contractor discovered a leak deep within the Chiller's condenser coils. In order to resume operation of the Chiller, it is recommended that two coils within the machinery be replaced to stop the leak. The Public Works Department requested quotes from vendors for the repairs since this type of specialized work cannot be completed by City staff. To minimize the impact on City Hall functions, the contract calls for the repairs to be completed between Friday evening and Sunday.

Pursuant to the City's Purchasing Guidelines, Staff performed an informal selection process to obtain quotes for the repair project. The informal selection process for contracts valued between \$15,000 and \$50,000 requires no fewer than five vendor bids. Although staff solicited a total of eight quotes, only two bids were received. The following quotes for the project were received by the deadline indicated of Monday, May 23, 2022, at 2:00 p.m.:

Western Allied \$35,990
Complete Thermal Services \$36,145

Staff evaluated the quotes received and determined that Western Allied provided the lowest, complete, responsive quote. Performance Bonds and Labor and Materials Bonds are not required for this type of work; however, all necessary insurances will be required.

According to Vernon Municipal Code Section 3.32.030 (B), if in the 12 months preceding the effective date of a proposed new, renewed, or otherwise amended contract, the City has paid or awarded the proposed vendor more than \$100,000 pursuant to contracts with the vendor, then the proposed new, renewed, or otherwise amended contract shall be approved only by the City Council. Western Allied has current contracts with the Public Works Department

totaling \$74,957. With issuance of the proposed purchase contract, the overall expenditures with Western Allied would exceed the \$100,000 threshold.

Staff recommends awarding a Purchase Contract to Western Allied in the amount of \$35,990; and recommends granting the City Administrator authority to issue change orders for a total amount of up to \$10,000 in the event of unexpected changed conditions or to accommodate additional required work, for a potential total cost not to exceed \$45,990.

Fiscal Impact:

Sufficient funds for the contract are available in the General Fund for City Buildings, Account No. 011.1049.900000.

Attachments:

[1. Western Allied Quote](#)



WESTERN ALLIED CORPORATION

The Building Relationship People

Celebrating 62 Years 1960 - 2022

PO Box 3628 (use PO Box for mail) Santa Fe Springs, CA 90670

12046 E. Florence Avenue 562/944-6341 Fax 562/944-7092

Contractors License No. 198821

Air Conditioning Service, Maintenance, & System Correction

May 16, 2022

Proposal # 2268a

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

Re: City Hall Main Chiller; Condenser Coil Replacement
Revised for current standard lead time

Attn.: Mr. Kenny Jackson

Dear Kenny:

This letter is to follow up on our recent discovery that one of your primary chiller's circuits was low on refrigerant. As you know, further investigation found a refrigerant leak in a condenser coil. The leak is at a tube at some point deep within the coil; it is not at an outside tube that we can reach to make the sort of repair that we made on the other coil of this circuit a few years ago. The right solution is to replace the coil. As you know, the chiller has two circuits. Each circuit has two coils. In this same circuit that now has a leaking coil, the other coil was repaired 3-4 years ago. As noted above, that leak was repairable because the tube that was leaking was an outside tube and we could therefore get to it. The leak this time is in an interior tube, where access is not possible.

Per your requested scope of work, we offer to replace both coils in this circuit, which would include the coil that has been repaired. The scope of work involves removing the top of the chiller and getting a large crane on site for rigging the coils.

Pricing is based upon doing the entire job on overtime, starting Friday evening. It will be necessary to make sure that the culdesac to the south of the building (Furlong Place) has no cars in the northern portion, either along the end circle or parked in the spaces off the circle to the north, the night before the crane lift so the crane will have unimpeded access.

Our price to replace **both** coils as noted above is \$35,990.00.

Lead time is presently quoted by Trane as 10-12 weeks, plus shipping time. The “quicker ship” option at premium pricing is no longer available.

Please let me know if you have any questions. If you wish to proceed, please advise the appropriate purchase order number for the project. Pricing is valid for 30 days from the date of this proposal.

Best Regards,

Mike Gallagher

City Council Agenda Item Report

Submitted by: Joaquin Leon
Submitting Department: Finance/Treasury
Meeting Date: June 21, 2022

SUBJECT

Annual Statement of Investment Policy for Fiscal Year 2022-2023

Recommendation:

Adopt Resolution 2022-22 approving an Annual Statement of Investment Policy for Fiscal Year (FY) 2022-2023 and delegating investment authority to the Director of Finance/City Treasurer.

Background:

The Annual Statement of Investment Policy (Investment Policy) sets forth the course of action necessary to guide the decision-making of the City Council, Director of Finance/City Treasurer, and those authorized to make investment decisions in the administration of the City's investment portfolio. The existing Investment Policy is in compliance with the California Government Code and is a restatement of relevant sections applying to investment activities. The Investment Policy is designed to ensure that the administration of surplus funds is performed in accordance with the "prudent investor standard" pursuant to California Government Code Section 53600.3. As such, capital preservation is of paramount importance and, thus, the City does not engage in speculative activities.

Pursuant to California Government Code Section 53646(a)(2), the City Treasurer may annually render to the City Council an Annual Statement of Investment Policy which the City Council shall consider at a public meeting. Staff made no changes to the Investment Policy for FY 2021-2022 approved by Council on June 15, 2021 and proposes the same Investment Policy to be adopted for FY 2022-2023. The proposed Investment Policy conforms with California Law and is to be adhered to and attested by the Independent Certified Public Accounting firm that performs the certified annual audit of the City's financial statements.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Resolution No. 2022-22](#)

RESOLUTION NO. 2022-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AN ANNUAL STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2022-2023 AND DELEGATING INVESTMENT AUTHORITY TO THE DIRECTOR OF FINANCE/CITY TREASURER

SECTION 1. Recitals.

- A. Pursuant to California Government Code Section 53646(a)(2), the City Treasurer may annually render to the City Council an Annual Statement of Investment Policy which the City Council shall consider at a public meeting.
- B. Pursuant to Resolution No. 2021-20, the City Council approved the Annual Statement of Investment Policy for Fiscal Year 2021-2022, which delegated investment authority to the Director of Finance/City Treasurer, and granted the Director of Finance/City Treasurer express authority, as limited by Section 5.1 of the Policy, to make investments of City funds in securities maturing more than five years from the date of purchase as part of an investment program.
- C. The City has continued to follow the Annual Statement of Investment Policy approved by Resolution No. 2021-20 for Fiscal Year 2021-2022.
- D. The City Council desires to approve an updated investment policy and approve the Annual Statement of Investment Policy for Fiscal Year 2022-2023.

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

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

SECTION 3. The City Council hereby approves the Annual Statement of Investment Policy (Investment Policy), for Fiscal Year 2022-2023, a copy of which is attached hereto as Exhibit A.

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

SECTION 5. The City Council hereby grants, as part of the City's investment program, to the Director of Finance/City Treasurer, and authorized designee, express authority, as limited by Section 5.1 of the Policy, to invest in securities maturing more than five years from the date of purchase, and consistent with Government Code 53601, this

authority shall become effective no less than three months from the effective date of this Resolution.

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

SECTION 7. This Resolution shall become effective July 1, 2022.

SECTION 8. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 21st day of June, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

CITY OF VERNON



ANNUAL STATEMENT OF INVESTMENT POLICY FISCAL YEAR 2022/2023

Scott A. Williams
Director of Finance/City Treasurer

July 1, 2022

Table of Contents

0.0 PREFACE	- 3 -
1.0 SCOPE	- 3 -
2.0 PURPOSE	- 3 -
3.0 OBJECTIVE	- 4 -
4.0 DELEGATION OF AUTHORITY	- 5 -
5.0 INVESTMENT PROGRAM	- 6 -
6.0 INSTRUMENTS AUTHORIZED FOR INVESTMENT	- 6 -
7.0 DESIGNATED ENTITIES FROM WHOM THE CITY MAY PURCHASE AUTHORIZED INVESTMENTS	- 13 -
8.0 PROHIBITED INVESTMENTS	- 13 -
9.0 ALLOWABLE HEDGABLE TRANSACTIONS	- 14 -
10.0 STATEMENTS OF INVESTMENT ACTIVITIES	- 16 -
11.0 CONFLICT OF INTEREST	- 16 -
12.0 PUBLIC INQUIRY	- 17 -
13.0 ANALYSIS OF PROSPECTIVE INVESTMENTS	- 17 -
14.0 SAFEKEEPING	- 17 -
15.0 BROKER/DEALER AND DEPOSITORY INSTITUTION RELATIONSHIPS	- 17 -

0.0 PREFACE

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

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

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

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

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

1.0 SCOPE

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

2.0 PURPOSE

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

3.0 OBJECTIVE

3.1 Legal Compliance

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

3.2 Prudence

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

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

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

3.3 Investment Criteria Goals

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

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

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

3.4 Performance Measurement

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

3.5 Maintenance of Public Trust

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

4.0 DELEGATION OF AUTHORITY

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

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

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

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

5.0 INVESTMENT PROGRAM

5.1 Investment in Long Term Securities

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

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

5.2 Active Portfolio Management

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

6.0 INSTRUMENTS AUTHORIZED FOR INVESTMENT

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

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

6.1 Bonds Issued by the City

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

6.2 United States Treasury Bonds

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

6.3 Bonds of the State of California

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

6.4 Bonds of State of California Local Agencies

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

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

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

6.6 Bills of Exchange

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

6.7 Commercial Paper

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

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

6.8 Negotiable Certificates of Deposit

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

6.9 Repurchase, Reverse Repurchase and Securities Lending Agreements

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

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

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

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

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

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

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

6.9.4.1.2 Financing of the City's activities.

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

6.9.5 Definitions

6.9.5.1 Repurchase Agreement

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

6.9.5.2 Securities

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

6.9.5.3 Reverse Repurchase Agreement

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

6.9.5.4 Securities Lending Agreement

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

6.9.5.5 Base Value

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

6.9.5.6 Spread

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

6.10 Medium-Term Notes

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

6.11 Diversified Management Company Shares

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

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

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

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

6.13 Bonds Secured by Government Code Section 53651 Eligible Securities

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

6.14 Mortgage Pass-Through Security

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

6.15 Pooled Investment Funds

- 6.15.1 County Pooled Investment Funds in accordance with the laws and regulations governing those Funds and Section 53684 of the California Government Code.

6.15.2 State of California pooled “Local Agency Investment Fund” in accordance with the laws and regulations governing those Funds and Section 16429.1 et seq. of the California Government Code.

7.0 DESIGNATED ENTITIES FROM WHOM THE CITY MAY PURCHASE AUTHORIZED INVESTMENTS

The purchase by the City of any investment authorized pursuant to California Government Code Sections 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the California Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the California Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank.

8.0 PROHIBITED INVESTMENTS

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

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

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

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

9.0 ALLOWABLE HEDGABLE TRANSACTIONS

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

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

9.2.1 Reducing borrowing costs, by using floating-to-fixed rate swaps combined with variable rate bonds to achieve costs lower than those available with fixed-rate bonds, or by using fixed-to-floating rate swaps to create synthetic floating rate debt and achieve lower costs without external liquidity or remarketing support.

9.2.2 Improving cash flows, by using basis swaps where the City expects the payments received from the counterparty to be greater, over time, than the payments made to the counterparty.

9.2.3 Locking in current rates for future transactions, through forward-starting swaps or swaptions.

9.2.4 Matching assets and liabilities, by using a swap contract so that fixed-rate debt is matched with fixed-rate assets and floating-rate debt is matched with floating-rate assets.

9.2.5 The City shall take into account the potential benefits of swap transactions in conjunction with debt issuances by recognizing that in the proper circumstances they can have a positive effect on the City's financial position.

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

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

9.3.1.1 Basis Risk: The risk that variable rate payments received will be less than variable rate payments they were designed to offset, because the variable rate payments received and the variable rate payments owed are based on different indexes, and the ratio between those indexes changes over time.

9.3.1.2 Tax Risk: The risk that the City's costs will raise because federal income tax rates fall, or because the tax exemption for municipal debt is eliminated or is modified in a way that reduces its value.

9.3.1.3 Yield Curve Risk: The risk is that the City's cash flow will be adversely affected because the slope of the yield curve is not as the City anticipated when entering into the swap. This is an aspect of basis risk that may affect the termination value for swaps contracts.

9.3.1.4 Amortization Mismatch: The risk that the notional amount of the swap and the outstanding principal amount of the debt intended to be hedged will no longer be equal. Such mismatch may be a feature of the transaction at its inception or may be caused by subsequent events, such as redemption of bonds before maturity or termination of the swap before bond maturity.

9.3.2 Risk Factor No. 2: Balance Sheet

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

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

9.3.3 Risk Factor No. 3: Counterparty Risk

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

9.3.4 Risk Factor No. 4: Future Financial Management

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

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

9.3.5 Risk Factor No. 5: Management Complexity

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

10.0 STATEMENTS OF INVESTMENT ACTIVITIES

10.1 Annual Statement of Investment Policy

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

10.2 Quarterly Report of Investments

The City Treasurer shall render a quarterly report to City Council. The quarterly report shall be so submitted within 30 days following the end of the quarter covered by the report. This report shall include the type of investment, issuer, date of maturity par and dollar amount invested on all securities, investments and moneys held by the City and shall additionally include a description of any of the City's funds, investments, or programs that are under the management of contracted parties, including lending programs. With respect to all securities held by the City and under management of any outside party that is not also a local agency or the State of California Local Agency Investment Fund (LAIF), the report shall also include a current market value as of the date of the report, and shall include the source of this same valuation.

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

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

10.3 Monthly Investment Transaction Report

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

11.0 CONFLICT OF INTEREST

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

12.0 PUBLIC INQUIRY

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

13.0 ANALYSIS OF PROSPECTIVE INVESTMENTS

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

14.0 SAFEKEEPING

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

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

15.0 BROKER/DEALER AND DEPOSITORY INSTITUTION RELATIONSHIPS

15.1 Approved List of Broker/Dealer Institutions

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

15.2 Broker/Dealer Commissions and Fees Chargeable to the City

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

15.3 Deposit and Investment of Funds of the City

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

City Council Agenda Item Report

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: June 21, 2022

SUBJECT

University of Southern California (USC) Keck School of Medicine Internship Affiliation Agreement

Recommendation:

Approve and authorize the City Administrator to execute the Internship Affiliation Agreement with USC Keck School of Medicine in substantially the same form as submitted.

Background:

The USC Master of Public Health (MPH) program offers a rigorous curriculum that attracts dedicated and ambitious professionals with a passion to serve in the public health arena. The program's core coursework aims to develop key public health competencies and skills using cases and examples from industry, ranging from local to global.

An integral part of the USC MPH program, the university's field internship program is a structured and supervised professional experience with an approved agency for which students receive academic credit. As a working partnership between students and public health agencies, the internship offers students hands-on experience in an area of public health, including city, county, state, federal or community-based agencies. The goal of the internship is to further students' practical experience while enhancing the work of public health. Through the internship, students have the opportunity to demonstrate an integration of coursework into a real-world setting, preparing them for a professional career in public health.

USC has developed an innovative internship program that will serve as a national model for recruiting and training a diverse pool of MPH students. The proposed internship program partnership provides the City an opportunity to prepare and encourage the next generation of public health professionals, and allows exposure to Vernon's unique operation, potentially motivating students to consider employment with public health departments in underrepresented and underserved communities. Staff recommends the approval of the internship affiliation agreement. The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Internship Affiliation Agreement with USC Keck School of Medicine](#)

INTERNSHIP AFFILIATION AGREEMENT

This INTERNSHIP AFFILIATION AGREEMENT (“Agreement”) is entered into on the 21st day of June, 2022, by and between the University of Southern California through its Keck School of Medicine, whose principal place of business is 2001 N Soto Street Suite 201D, Los Angeles, CA, 90032 (hereinafter called the “University”), and the City of Vernon, a California charter City and California municipal corporation (hereinafter called the “Facility”), whose principal place of business is 4305 South Santa Fe Avenue, Vernon, CA 90058.

Recitals

WHEREAS, the University has an undergraduate and graduate curriculum in preventive medicine and other public health programs and field experience is a required and integral component of those curricula; and

WHEREAS, the University desires the cooperation of Facility in implementing a field internship program in preventive medicine and other public health programs at Facility and training University students in the practical applications of preventive medicine and other public health programs (“Internship Program”); and

WHEREAS, Facility will benefit from the contributions of the students participating in the Internship Program; and

WHEREAS, Facility wishes to assist the University in implementing an Internship Program.;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Facility enter into this Agreement on the terms and conditions set forth below.

The University Rights and Responsibilities

1. To assign students to Facility who meet the University’s requirements and qualifications to participate in the Internship Program.
2. To appoint a University faculty or staff member as “Internship Director” to administer the University’s responsibilities related to the Internship Program and to oversee the students’ field experience at Facility.
3. To establish and maintain ongoing communication with the Field Supervisor, as defined below, regarding the Internship Program.
4. To notify the Field Supervisor, at a time mutually agreed upon, of the University’s planned schedule of students’ assignments, including the names of the students, level of academic preparation, and length and dates of the internship experiences.
5. To inform students that they are to obtain and maintain adequate health insurance coverage during the time that students participate in the Internship Program and to provide evidence of such coverage to Facility, at Facility’s reasonable request.
6. To ensure that all students participating in the Internship Program at Facility will have and maintain professional liability insurance through the University’s insurance coverage in the amounts set forth below.
7. To direct the assigned students to comply with the existing pertinent rules and regulations of the Facility and all reasonable directions given by qualified Facility personnel.
8. To assume responsibility for providing grades to the students in connection with the Internship Program.
9. To inform Facility in the event that a student withdraws from the Internship Program or otherwise is unable to complete the Internship Program.

Facility Rights and Responsibilities

1. To provide one (1) qualified Facility supervisor (“Field Supervisor”) for each student enrolled in the Internship Program, such Field Supervisor to be experienced in administering and evaluating public health programs or policies. Selection of Field Supervisors will be mutually agreed upon by the University and the Facility prior to the commencement of the internship. Field Supervisors will be responsible for the supervision of students at all times while students are at the Facility. The Field Supervisor’s responsibilities include the following:
 - Orient the student to the Facility;
 - Assist the student in gaining access to information and data required for the project to be completed by student;
 - Monitor student’s attendance and meet with student at regular intervals;
 - Submit a final evaluation report of the student’s activities; and
 - Any other responsibilities mutually agreed upon by the parties.
2. To complete an application for field placement students and to comply with the Field Internship Learning Contract.
3. To provide field experiences in accordance with the requirements of the University’s curriculum. On-site visits will be arranged when feasible and/or upon request by the University. Facility shall advise the University of any changes in its personnel, operation or policies which may materially affect the students’ field experiences or the Internship Program at Facility
4. To ensure that students are given duties commensurate with their skills and experience.
5. To provide the physical facilities, resources and equipment necessary to operate the Internship Program at Facility, including use of library facilities, reasonable work and storage space.
6. To determine the number of students which it can accommodate during a given period of time and notify the University promptly prior to the commencement of the Internship Program.
7. To provide the assigned students with a copy of the Facility’s existing pertinent rules and regulations with which the students are expected to comply.
8. To make available, whenever reasonably necessary, emergency health care for the assigned students, the cost of which shall be borne by the students.
9. To request the University to withdraw a student from the Internship Program at Facility when student’s performance is unsatisfactory to Facility or student’s behavior is disruptive to Facility or its patients. Facility shall state its reasons for requesting a student withdrawal in writing to the Internship Director. It is understood that except as set forth in paragraph 10 below, only the University can withdraw a student from the Internship Program at Facility.
10. To immediately remove from the Facility any student who poses an immediate threat or danger to personnel or the quality of services provided at Facility.
11. To comply with all federal, state, and local laws and ordinances concerning the confidentiality of student records.
12. To comply with all federal, state, and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.

General Provisions

1. Non-discrimination. The parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, handicap or

national origin.

2. Coordination of Internship Program. The parties shall use reasonable efforts to establish the educational objectives for the Internship Program, devise methods for its implementation and continually evaluate to determine the effectiveness of the field experience.
3. Students Not University or Facility Employees. The parties hereto agree that the University's students are fulfilling specific requirements for field experiences as part of a degree requirement and, therefore, the University's students are not to be considered employees or agents of either the University or the Facility for any purpose, including Worker's Compensation or employee benefit program.
4. Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance or self-insurance covering its activities and operations hereunder. Such program of insurance or self-insurance shall include, but not be limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of \$300,000 per occurrence and cost \$500,000 aggregate. The professional liability insurance shall carry a single limit coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon written request, either party shall provide the other with a certificate evidencing such coverage.
5. Term. This Agreement shall be effective for a period of one year when executed by both parties. This Agreement may be renewed annually upon notice in writing by one of the parties at least thirty (30) days prior to the end of the term.
6. Termination. This Agreement may be terminated by either party with or without cause upon ninety (90) days written notice, provided that all students currently enrolled in the Internship Program at Facility at the time of notice of termination shall be given the opportunity to complete the Internship Program at Facility.
7. Arbitration. All controversies, claims and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. The costs and expenses of the arbitration, including without limitation attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator.
 - (a) Judicial Action. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard or tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby waives any defense of lack of in personam jurisdiction of said courts and agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys' fees.
8. No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

9. Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University and Facility.
10. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
11. Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
12. Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given herein, or such addresses as may be designated from time to time during this term of this Agreement.
13. Authority to Sign. The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.
14. No Third Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
15. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
16. Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
17. Limitation of Liability. To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

THE UNIVERSITY OF SOUTHERN CALIFORNIA,
On behalf of the School of Medicine

By: _____
Michael B. Nichol
Associate Vice Provost for Online Education

CITY OF VERNON

By: _____
Carlos R. Fandino, Jr.
City Administrator

ATTEST:

Lisa Pope
City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa
Interim City Attorney

Please SCAN and email this agreement to:
Reyna Macias, MPH
Academic Advisor & Practicum Coordinator
USC MPH Program
e-mail: reynadia@usc.edu

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: June 21, 2022

SUBJECT

Moratorium on Warehouse Uses, Freight and Terminals, Container Storage and Parking

Recommendation:

- A. Find that the proposed action is exempt under the California Environmental Quality Act (CEQA) review, because it is general policy and procedure-making activity that is unrelated to any specific project, which must undergo separate CEQA review, and that will not result in direct physical changes or reasonably foreseeable indirect physical changes in the environment, and therefore does not constitute a “project” as defined by CEQA Guidelines Section 15378; and
- B. Adopt Interim Urgency Ordinance No. 1283 establishing a 45-day temporary moratorium on the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking in the City of Vernon.

Background:

In recent years, the proliferation of e-commerce and rising consumer expectations of rapid shipping have contributed to a boom in warehouse development. With its ports, population centers, and transportation network, California has been especially affected by this trend. Warehouses and related businesses such as truck terminals, truck yards, and container storage operations generate significant environmental impacts. As a result, the California Attorney General’s Bureau of Environmental Justice has increased its scrutiny over warehouse developments and the impacts associated with their operations and heavy fleet use.

Like the State, the City has experienced significant growth of large warehouses, distribution facilities and related businesses. Such facilities consume large areas of land in Vernon with little benefit to the City as they typically do not provide many jobs or generate sufficient utility users tax, property tax, sales tax, or business license revenues to off-set their impact on the City. As noted above, warehouses and related businesses can generate unique environmental impacts on surrounding properties and the larger community, including frequent truck traffic, noise impacts from on-site operations, emissions and air quality issues that impact public health, and maintenance impacts on City streets.

Currently, the vacancy rate in the City is exceptionally low. This increases the value of property which, in turn, encourages the greater intensity of use at warehouse facilities, which increase the truck trips generated by these facilities. Additionally, advances in robotics and e-commerce have reduced the number of people employed by these facilities. The proliferation of these facilities presents several issues for the Community and the City including land use, traffic and safety, environmental and health, and fiscal issues.

Land Use Issues

All of Vernon is zoned industrial. By their nature, warehouse and related uses tend to locate on large parcels of land and in large industrial buildings. Similarly, truck yards, cargo container parking, and cargo container storage take large areas of land. These uses take up land that

could otherwise be used for purposes that would generate jobs, and additional property tax and utility users tax for the City.

Traffic and Safety Issues

Warehouse facilities generate significant truck traffic, and sometimes these facilities and/or the trucks operate 24-hours-a-day. This truck traffic causes environmental issues including traffic congestion, detrimental air quality, noise, and vibration. These trucks travel City streets to reach their destinations and, because of their sheer size, pose unique and challenging traffic issues such as:

- Increased safety risk for smaller vehicles, pedestrians, and bicyclists
- Damage to City property/facilities from collisions (reported and unreported); i.e. street lights, traffic signal equipment, signs, trees, curbs, medians, etc.
- Reduced levels of service on streets and at intersections
- Pavement impacts

Environmental and Health Issues

Diesel engines emit a complex mixture of air pollutants, including both gaseous and solid material. The solid material in diesel exhaust is known as diesel particulate matter (DPM). DPM is considered a subset of particulate matter less than 2.5 microns in diameter (PM2.5). Most PM2.5 derives from combustion, such as the use of gasoline and diesel fuels by motor vehicles. DPM is most concentrated adjacent to freeways and streets traveled by trucks. PM2.5 is the size of ambient particulate matter air pollution most associated with adverse health effects of the air pollutants that have ambient air quality standards. These health effects include cardiovascular and respiratory conditions.

Fiscal Issues

Warehouse and related businesses generate significantly lower utility users tax, property tax, sales tax, and business license revenues, than other less truck intensive uses, while trucks significantly impact the condition of the City's streets.

The City commissioned a Pavement Management Plan to obtain an inventory of pavement conditions for the City's entire street network, and to develop strategies for the maintenance of the City's streets including a budgetary analysis to determine the funding needs. The report concluded the average rating for the City's street network is a C-. Much of the reason for this low grade is due to the load related (alligator cracking and heave) distress caused by trucks. It is estimated that it will require total expenditures of between \$20 to \$25 million from the General Fund to bring the street network up to an average B+ rating. Additionally, trucks frequently damage other City infrastructure including power poles, catch basins and traffic signals.

Over the coming months, the City will update its General Plan and Zoning Code, and adopt a Specific Plan or Plans to update its goals and policies for the development of the City. While the City recognizes the value of warehouse facilities, the City must balance the interests of such businesses with the well-being of the community, attraction of land uses that create high-paying jobs, generate revenues to pay for street maintenance and other essential services, and ensure that warehouse facilities mitigate their fair share of impacts on the City and the surrounding community. The moratorium will provide staff the additional time to obtain all of the information necessary to analyze the issues and provide recommendations to the Council.

The following provides the most salient details of the proposed moratorium:

Businesses Subject To Moratorium

All warehouse and related facilities as defined below are subject to this moratorium. Once it is determined a warehouse or related facility is subject to the moratorium, other provisions of the moratorium must be applied to that facility.

“Warehouse” means an industrial building used for the freight forwarding, deposit, storage, safekeeping, transportation of goods, distribution facilities, logistics services such as but not limited to material handling, packaging, inventory, transportation, storage, warehousing, industrial wholesale, portable storage rental facility, truck terminals, hazardous materials and/or hazardous waste facilities, truck yards, cargo container storage and cargo container parking, and manufacturing uses with less than 50% of floor area devoted to manufacturing.

Exemptions from the Moratorium

1. The annual renewal of an existing business license, any permits necessary for the routine maintenance of the buildings or sites, or any permits necessary for repairs required due to an emergency or to protect the public health, safety, and welfare shall not be considered issuance of a permit.
2. Tenant improvements for current tenants within an existing building, provided the tenant improvements would not otherwise be considered an expansion or modification of the facility.
3. Any new or renewed lease agreement, provided that the term does not exceed 3 years.
4. The establishment, expansion, or modification of any warehouse or related facilities with pending permits or that have already received full approvals and commenced construction or incurred expenses for construction prior to this ordinance.

Activities Subject to the Moratorium

During the effective period of this ordinance, no application for permit will be accepted, no consideration of any application for permit will be made, and no permit will be issued by the City for the establishment, expansion, or modification of any warehouse or related facilities within the City until this ordinance has expired or has been repealed according to applicable law. Further, all processing of existing applications for permits shall be suspended immediately.

Ordinance Adoption

Adoption of the proposed Interim Urgency Ordinance requires a favorable vote by a four-fifths vote of the City Council. If adopted, the Ordinance shall take effect immediately upon adoption for a period of 45 days, at which time it will automatically expire unless extended by the City Council.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Ordinance No. 1283](#)

INTERIM URGENCY ORDINANCE NO. 1283

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON, PURSUANT TO GOVERNMENT CODE SECTION 65858, ADOPTING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR MODIFICATION OF WAREHOUSE USES, FREIGHT TERMINALS, TRUCK TERMINALS, CONTAINER STORAGE, AND CONTAINER PARKING WITHIN THE CITY OF VERNON AND DECLARING THE URGENCY THEREOF

SECTION 1. Recitals.

- A. The City of Vernon (City) is a municipal corporation and a chartered city of the State of California organized and existing under its charter and the Constitution of the State of California.
- B. The State Planning and Zoning Law (California Government Code Sections 65000, et seq.) broadly empowers the City to plan for and regulate the use of land in order to provide for orderly development, the public health, safety, and welfare, and a balancing of property rights and the desires of the community.
- C. This Interim Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council of the City of Vernon by Government Code Section 65858 and shall be in full force and effect immediately upon its adoption by a four-fifths (4/5) vote of the City Council as if, and to the same extent that, such Ordinance had been adopted pursuant to each of the individual sections set forth herein. The City Council of the City of Vernon also finds and declares that it is necessary and appropriate to adopt this Ordinance as an emergency measure, pursuant to Chapter 4.4 of the Charter of the City of Vernon, for the immediate preservation of the public safety, health, or peace.

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. Definitions. The following definitions are applicable to this Interim Urgency Ordinance, unless the context clearly indicates otherwise:

- A. "Cargo container" shall mean any container sufficiently durable for repeated use which, by virtue of its own particular design, permits the temporary storage and protection of bulk commodities, goods, and other cargo, and which may be transported in various modes without intermediate loading or unloading.
- B. "Cargo container storage" shall mean a facility for the storage or stacking of one or more cargo containers.

- C. “Cargo container parking” shall mean a facility for the parking of a trailer, detached from the tractor unit, on which one or more cargo containers may be loaded.
- D. “Director” means the Director of Public Works, or his/her designee.
- E. “Establishment” means to bring into existence (a new warehouse facility).
- F. “Expansion” means:
 - 1. Any increase of the total size of the floor area of any existing building;
 - 2. Any expansion/intensification of truck yards, cargo container parking, and cargo container storage;
 - 3. Construction of any new structure on the premises of an existing business;
- G. “Facility” means a temporary or permanent use of land or use of premises, a building or structure, or part of a building or structure.
- H. “Industrial wholesale” means an industrial facility consisting of the exchange of large quantities of goods for future distribution and resale for financial or other considerations.
- I. “Modification” means making any changes, remodeling, or alterations to an existing building or site that require permits. Modification shall include change in tenant at an existing facility requiring a business license. A change in tenant means any amendment to a lease agreement that extends the term of the lease for more than three years, or a new lease agreement with a term longer than three years.
- J. “Permit” means any City planning land use approvals, any new business license tax permit (including the transfer of a business license from one owner to another), and any building, grading, plumbing, electrical, or mechanical permit, whether the approval or issuance is discretionary or ministerial.
- K. “Portable storage rental facility” means operations that rent individual storage containers to members of the public or businesses for the storage of a variety of items.
- L. “Truck” means all Federal Highway Administration (FHWA) vehicle classes including Class 5 or higher.
- M. “Truck yard” means a principal use of land for parking or storage of trucks in active use with or without servicing or repairing of trucks as an incidental use thereto.

- N. “Truck terminal” means a principal use of land or building where there are dock facilities for trucks, either partially enclosed or unenclosed, for the purposes of transferring goods or breaking down and assembling tractor-trailer transport.
- O. “Warehouse” means an industrial building used for the freight forwarding, deposit, storage, safekeeping, transportation of goods, distribution facilities, logistics services such as but not limited to material handling, packaging, inventory, transportation, storage, warehousing, industrial wholesale, portable storage rental facility, truck terminals, hazardous materials and/or hazardous waste facilities, truck yards, cargo container storage and cargo container parking, manufacturing uses with less than 50% of floor area devoted to manufacturing.

SECTION 4. Urgency Findings. In accordance with California Government Code Section 65858 and Vernon City Charter Chapter 4.4, in order to protect the public health, safety, and welfare, the City Council of the City of Vernon hereby finds, determines, and declares that:

- A. The City has experienced significant growth of large warehouses, distribution facilities, and related businesses. These facilities can generate unique environmental impacts on surrounding properties and the larger community, including frequent truck traffic, noise impacts from on-site operations, emissions and air quality issues, and maintenance impacts on City streets.
- B. Government Code Section 65858 expressly authorizes the City Council, in order to protect public health, safety, and welfare, to adopt an interim urgency ordinance prohibiting a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or planning department is considering or studying or intends to study within a reasonable time, provided that the urgency ordinance shall require a four-fifths (4/5) vote of the legislative body for adoption, and shall be of no further force and effect 45 days from its date of adoption, unless duly extended. Chapter 4.4 of the Vernon City Charter also authorizes the City Council to adopt an emergency ordinance for the immediate preservation of public safety, health, or peace.
- C. This Ordinance is being adopted to allow the City sufficient time to review, study and revise the City’s laws, rules, procedures, and fees related to warehouse and related businesses in the City of Vernon. In light of the City’s exceptionally low vacancy rate and continued growth of large warehouse and related facilities, the City Council finds that the following adverse public safety, health, and welfare impacts are of real concern:
 - a. Establishment, expansion, or modification of warehouse and related businesses may create immediate irreversible and costly adverse impacts in the community; to wit, street damage, noise, vibration, and pollution. These impacts are already dire for the City and would worsen and become less

- manageable with every new warehouse facility that begins or expands its operation in the City of Vernon. The City cannot afford to continue to impose such impacts onto its budget and its citizens and cannot allow these impacts to accumulate any further while the General Plan and Zoning Code are updated, and Specific Plan or Plans are being developed.
- b. It is now essential to determine the development capacity within the City where such businesses are currently permitted, considering the capabilities of infrastructure and public services.
 - c. Through analysis of the impacts currently imposed by the current amount of truck traffic generated by warehouse and related facilities, traffic studies to determine ways in which to minimize truck traffic impacts, and measures that the City can take to mitigate or prevent impacts from logistics facilities altogether.
 - d. Absent the adoption of this Ordinance, the establishment, expansion, or modification of warehouse and related businesses could result in the negative and harmful secondary effects identified above.
 - e. As a result of the negative and harmful secondary effects associated with the establishment, expansion, or modification of warehouse and related businesses, the current and immediate threat these businesses pose to the public health, safety, and welfare, and the potential zoning conflicts that would be created by such development, it is necessary to adopt a temporary, forty-five (45) day moratorium on the establishment, expansion, or modification of warehouse and related businesses in the City.
 - f. A moratorium is necessary in order to protect the City and its residents, businesses and visitors from the potential health and safety impacts of logistics businesses, including air quality, noise, traffic, parking, and other impacts, and to preserve the quality of life and protect the health, safety, and welfare of the surrounding communities.
 - g. A moratorium is immediately required to preserve the public health, safety, and welfare and should be adopted immediately as an urgency ordinance, to make certain that permits for warehouse and related businesses are issued only under adequate regulations and consistent with the City's future goals for development and expansion. Imposition of a moratorium will allow the City sufficient time to conclude the preparation of comprehensive studies and plans for the regulation of such activities. The absence of this Ordinance would allow the proliferation of such businesses and their undesirable secondary impacts, and create a serious threat to the orderly and effective implementation of any amendments to the General Plan and the Zoning Code, and Specific Plan or

Plans being developed, as well as the vision for the City going forward, contemplated by the City Council.

- h. Truck trips generated by logistics facilities have direct impacts on the community including traffic, air quality, noise, vibrations, and health impacts on the community.
 - i. Truck traffic increases the maintenance costs of streets for the City. For example, a 1999 study for the City of Irwindale concluded that one loaded mining truck causes street damage equivalent to that caused by 10,000 automobiles. *City of Irwindale Mining Reclamation Impact Study*, prepared by Greystone, March 1999, Vol. I, p. iii @ 2.a., and Vol. II., pp. 25-29. A loaded mining truck weighs approximately 80,000 pounds, which is comparable to the average weight of loaded 18-wheeler trucks that commonly traverse the City of Vernon to and from warehouse facilities. The City intends to further research this issue and determine the impacts of trucks with three axles or more.
 - j. Trucks likely affect air quality, as their emissions are many times those of passenger vehicles, and thus are also likely to have concomitant health effects. Diesel engines emit a complex mixture of air pollutants, including both gaseous and solid material. The solid material in diesel exhaust is known as diesel particulate matter (DPM). DPM is considered a subset of particulate matter less than 2.5 microns in diameter (PM_{2.5}). Most PM_{2.5} derives from combustion, such as use of gasoline and diesel fuels by motor vehicles, DPM is most concentrated adjacent to freeways and streets traveled by trucks. PM_{2.5} is the size of ambient particulate matter air pollution most associated with adverse health effects of the air pollutants that have ambient air quality standards. These health effects include cardiovascular and respiratory hospitalizations, and premature death.
- D. Over the next few months, the City will update its General Plan and Zoning Code and adopt a Specific Plan or Plans to update its goals and policies for the development of the City. While the City recognizes the value of warehouse facilities, the City must balance the interests of such businesses on the one hand, and the well-being of the community, attraction of land uses that create high-paying jobs, generate revenues to pay for road maintenance and other essential services, and ensure that warehouse facilities mitigate their fair share of impacts on the City and the surrounding community.
- E. Because of the actual and potential detrimental impacts of warehouse and related uses upon the City, which impacts may not be presently adequately addressed by the City's existing ordinances and zoning regulations, there is a need to impose a temporary moratorium on the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking uses in order to study and develop policy guidance and

potentially implement changes to the City's zoning regulations and General Plan update.

- F. The City Council further finds that the moratorium is a matter of local and Citywide importance and is not directed towards any particular person or entity that seeks to operate warehouse and related facilities.

SECTION 5. Moratorium.

- A. Moratorium: Based on the findings set forth herein for the immediate preservation of the public health, safety, and welfare, during the effective period of this Ordinance, no application for permit will be accepted, no consideration of any application for permit will be made, and no permit will be issued by the City for the establishment, expansion, or modification of any logistics facilities within the City until this Ordinance has expired or has been repealed according to applicable law. Subject to the Exemptions set forth below, all processing of existing applications for permits shall be suspended immediately.
- B. Exemptions: This Ordinance shall not apply to the following:
1. The annual renewal of an existing business license, any permits necessary for the routine maintenance of the buildings or sites, or any permits necessary for repairs required due to an emergency or to protect the public health, safety, and welfare shall not be considered issuance of a permit.
 2. Tenant improvements for current tenants within an existing building, provided the tenant improvements would not otherwise be considered an expansion or modification of the facility.
 3. Any new or renewed lease agreement, provided that the term does not exceed three (3) years.
 4. The establishment, expansion, or modification of any warehouse or related facilities with pending permits or that have already received full approvals and commenced construction or incurred expenses for construction prior to this Ordinance.

SECTION 6. Review and Study. During the period of this Ordinance, the Director of Public Works shall review and study the adverse impacts of and the benefits provided by, warehouse and related facilities in the City, so as to quantify the concerns described in Section 4, and shall recommend proposed revisions to the City's laws, rules, procedures, and fees related to these facilities, so as to enable the City to adequately and appropriately balance the rights of existing property owners and future applicants who wish to establish, expand, or modify logistics facilities, with the preservation of the health, safety and welfare of the communities.

SECTION 7. Written Report. Pursuant to Government Code Section 65858, staff must prepare for consideration by the City Council a written report describing measures taken to address the condition which led to the adoption of this urgency ordinance. The report will be provided to the City Council so that it may be considered and issued no later than ten (10) days prior to the expiration of this urgency ordinance.

SECTION 8. Authority. The City Council of the City of Vernon hereby adopts this Ordinance as an interim urgency measure pursuant to Government Code Section 65858 and Chapter 4.4. of the Charter of the City of Vernon to protect the public health, safety, and welfare, and is adopted and justified based on the findings of the City Council in Recitals of this Ordinance; which are supported by substantial evidence in the record associated with the City Council's consideration hereof.

SECTION 9. The City Council of the City of Vernon hereby passes this Ordinance by a four-fifths vote of the City Council. Accordingly, this urgency ordinance shall take effect immediately upon adoption for a period of 45 days, at which time it will automatically expire unless extended by the City Council as permitted under the Government Code.

SECTION 10. 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 are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 11. 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 12. The City Clerk shall certify the adoption and publish this ordinance as required by law.

SECTION 13: This Ordinance shall go into effect and be in full force and effect immediately upon adoption.

APPROVED AND ADOPTED this 21st day of June, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
Interim City Attorney

City Council Agenda Item Report

Submitted by: Angela Melgar
Submitting Department: Finance/Treasury
Meeting Date: June 21, 2022

SUBJECT

Professional Services Agreement with Tyler Technologies for Citywide Enterprise Resource Planning (ERP) Software as a Service (SaaS) Hosting and Support

Recommendation:

Authorize additional funds in the amount of \$729,926 to Contract IT-0152 for the SaaS annual fees with Tyler Technologies, Inc. for a Citywide ERP Software System, Hosting, Implementation, and Support, bringing the total not-to-exceed amount of the contract to \$3,037,949.

Background:

On December 1, 2020, City Council approved an agreement with Tyler Technologies (IT-0152) for the implementation of a new ERP system and SaaS hosting and support services (Attachment 1). At the time the agreement was approved, Council authorized a not-to-exceed total of \$3,439,726 for all project-related costs: recurring annual fees (\$373,203), one-time implementation fees (\$1,934,820), project management for implementation (\$819,000), and a contingency reserve (\$312,703). As noted at the time, a separate project management and consulting agreement with SDI Presence, LLC. in the amount of \$819,000 was submitted for Council approval on April 20, 2021. Additionally, the authorized reserve amount remains unused as no contingency needs have arisen to date. Thus, of the \$3,439,726 approved by Council, a not-to-exceed total of \$2,308,023 was authorized for Contract IT-0152 with Tyler Technologies (Tyler) for the SaaS and one-time implementation fees.

In reviewing the Tyler invoice and contract for year two, staff recognized that a calculation error was made in the total not-to-exceed amount presented to Council for approval on December 1, 2020. Staff identified the \$373,203 necessary for recurring annual fees in the staff report; however, only one year of the annual fee cost was actually included in the not-to-exceed total. As such, an additional \$371,043 per year for each of the remaining two years of the three-year agreement with Tyler is necessary to cover the annual maintenance fees. The amount of annual fees is less than the amount included in the original staff report by \$2,160, as a \$2,000 recurring annual fee for Tyler EnerGov integration to Laserfiche will be paid to a third-party provider, ECS Imaging, Inc., and there is a reduction of \$160 for a substitution of Analytics and Reporting for the Citizen Self Service module. There is also a subtraction of the \$10,000 one-time fee to Tyler for Laserfiche integration with EnerGov, as the fee for this functionality is to be made payable directly to ECS Imaging, Inc.

Although sufficient funds were appropriated to the ERP project through the annual budget process and funds are available for this purpose in the IT budget, Council approval is required in order to correct the administrative error and approve an increase to the total not-to-exceed amount of Contract IT-0152, bringing the total to \$3,037,949.

The ERP system will replace the multiple disparate systems such as Eden (\$82,245.78 annual fees), Advanced Utility Systems for utility billing (\$47,358.35 annual fees), and

EnvisionConnect Software for Health Department (\$12,686.35 annual fees) currently used by the City. In conjunction with the contracted project manager, staff is evaluating additional software service offerings to further increase efficiencies with processes employed at the City. In the upcoming months, staff will bring forward for Council approval amendments to add Tyler's Enterprise Asset Management (EAM) module and its associated inventory conversion to replace the City's existing Lucity work order software and Malburg Generating Station's Hexagon EAM work order and inventory management software, and Executime Advanced Scheduling to replace the City's existing Kronos timekeeping system used by the Police Department. The focus continues to be optimizing technology to enhance the services and offerings that the City provides to the community, increasing ease of use for employees and customers alike.

Fiscal Impact:

Sufficient funds for Software as a Service hosting and support services were included in the FY 2021-22 General Fund, Information Technology Department budget Account No. 011.9019.590110 for the recurring annual fees, with the next year's fees included in the FY 2022-23 budget Account No. 011.9019.590110 approved by Council on June 7, 2022.

Attachments:

[1. 20201201 Agenda Item Report](#)

City Council Agenda Item Report

Agenda Item No. COV-429-2020

Submitted by: Scott Williams

Submitting Department: Finance/Treasury

Meeting Date: December 1, 2020

SUBJECT

Software as a Service Agreement with Tyler Technologies for a Citywide Enterprise Resource Planning (ERP) Software System, Hosting, Implementation, and Support (Continued from November 17, 2020)

Recommendation:

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

Background:

This item was tabled from the November 17 meeting at the direction of the City Council to allot time for staff to address Council's request for additional information regarding funding options, allocation of cost between City departments, and time span of the project. Staff is now prepared to provide specific details regarding project implementation and costs associated to the various phases of the project.

In 2019, Public Works issued an Request for Proposals (RFP) for a Land Use, Permit and Inspection Tracking System. As one of the top proposers, Tyler Technologies, Inc. (Tyler) was invited to provide a software demonstration. During that demonstration, Tyler underscored the benefits of having an integrated system and established how EnerGov was the best qualified product to meet the needs specified in the RFP. Rather than procure the singular functionality offered with EnerGov without assessing its integration capabilities in greater detail, staff began to evaluate a "big picture" solution. Since, City Management staff has worked collaboratively to identify a solution that would meet specific departmental needs while upholding a path to a true and reliable integration of systems, resulting in a fully-functional Citywide ERP. A Software as a Service Agreement with Tyler is now being recommended for approval to accomplish the goal of an updated, cloud-based, comprehensive ERP software system which will include: Munis, EnerGov, Digital Health Department (DHD), and the Munis Utility Billing Customer Information System (CIS).

As an incentive to the City, Tyler offered to honor the City's current licenses for its Eden modules and a unique opportunity to upgrade to the Munis system in lieu of a new purchase. The City has a long-standing relationship with Tyler, having used the current Eden ERP software since 2006. However, the Eden ERP is already at its end-of-useful-life stage, which may cause data security issues. The City's existing software is supported by only 35 representatives nationwide, which causes delays in resolving system errors. Tyler's Munis ERP solution integrates core financial applications seamlessly by eliminating duplicate data entry, streamlining processes, and reducing the need for paper forms.

In order to position the City to leverage a fully integrated system, Tyler also presented Munis Utility Billing CIS as a solution for electric, gas, and water operations that would reduce duplication of labor and data. Tyler is the sole-source provider of a utility billing software that integrates with the Munis ERP. Likewise,

Tyler Digital Health Department (DHD) is the only option for the Health Department that is fully integrated with Munis. Tyler Technologies' proprietary access to the database would simplify the conversion process from Eden to Munis and minimize costs for the City.

Furthermore, there are savings and benefits in utilizing a hosted (cloud based) Tyler Munis ERP. Tyler would perform all maintenance, updates, backups, and system server security which would reduce the City's overtime, maintenance, and hardware costs. Information stored in Tyler's data centers has secure data transmission, fully-redundant telecommunications access, and electrical power. Tyler conducts annual penetration testing and maintains industry standard intrusion detection and prevention systems to monitor and block malicious activity and protect its clients' information.

Pursuant to Vernon Municipal Code (VMC) §2.17.12(A)(5), this type of purchase is exempt from competitive bidding through piggybacking, stating that competitive bidding shall not be required for contracts with other public agencies, associations or when supplies, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another public agency either by competitive bid or through a negotiated process. It is in the opinion of the Finance Director that it is to the advantage of the City to proceed with the proposed purchase in this manner. As such, the purchase is also exempt from the competitive selection pursuant to VMC §2.17.12(B)(1).

The City of Vernon is a member of a Joint Powers Authority known as Sourcewell, formerly known as NJPA. Sourcewell's analysts streamline the procurement process by developing requests for proposals that meet or exceed the purchasing requirements set forth by numerous local agencies, including the City of Vernon. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use. In particular, Sourcewell Contract 110515-IT (Contract) gives access and special pricing for 10% discount on license fees. However, Tyler has offered to honor the current license fees paid by the City which results in a greater discount. It should also be noted that the three-year maximum agreement per the City's municipal code may be considered commercially unreasonable, since implementation and deployment will span up to three years. Therefore, an amendment to this Agreement would be presented to the Council at the end of its three-year term.

The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Total project cost as noted below will span several fiscal years and will be built into each fiscal year budget without the use of reserves.

The total cost of this implementation is estimated not-to-exceed \$3,439,726. This sum incorporates \$373,203 in recurring annual fees, \$1,934,820 in one-time implementation fees, \$819,000 reserved for three years of project management consulting to aid in the implementation, and \$312,703 as a contingency reserve. City staff will return to City Council for approval of a project management consulting agreement prior to formal kickoff of the project.

The 2020/2021 Information Technology department approved budget includes \$900,000 for EnerGov. Additionally, Vernon was awarded \$160,000 by the State of California to help with the cost of a new permit system. There are sufficient funds available to cover the remaining \$2,379,726 in capital requirements necessary to complete this upgrade.

Attachments:

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. ("Tyler") and the City of Vernon, California ("Client").

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 20131.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS, pursuant to Vernon Municipal Code (VMC) §2.17.12(A)(5), this type of purchase is exempt from competitive bidding as a piggyback contract, stating "(A) Competitive bidding shall not be required for the following: [...] (5) Contracts (a) with other public agencies, associations or when supplies, equipment or services can be purchased from a vendor offering the same prices, terms and conditions as in a previous award from the City or another public agency either by competitive bid or through a negotiated process and, in the opinion of the Finance Director, it is to the advantage of the City to do so." As such the purchase is also exempt from the competitive selection pursuant to VMC §2.17.12(B)(1).

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure Tyler Munis and EnerGov software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Vernon, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future



functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.

- **“Defined Users”** means the number of concurrent users (Munis) and named users (EnerGov and DHD) that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A, Schedule 2 (Munis), Schedule 3 (EnerGov) and Schedule 4 (DHD).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom

modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.

- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – LICENSE GRANT AND SAAS SERVICES

1. Rights Granted.

1.1 We grant to you a license to use the Tyler Software, if and listed in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

1.2 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA or, for DHD modules set forth in Exhibit A, Schedule 4, the Annual Support and Hosting Statement of Work (the “Support SOW”) attached hereto as Exhibit G. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9) or the Support SOW, as applicable.

2. Fees. You agree to pay us the license fees and SaaS Fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations;

(b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in either the Support SOW or Section C(9), below. For maintenance and support services provided pursuant to Section C(9), the SLA and our then current Support Call Process will also apply.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security

protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the “Evergreen Modules”) licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) terminates, as do Tyler’s maintenance, support, and/or update obligations for such software.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you

the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols, City Hall operating hours and/or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. **Maintenance and Support.** For the Tyler Software set forth in Exhibit A Schedules 1 and 2, for so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to

any applicable release life cycle policy);

9.2 provide telephone support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, to the extent permitted by Client's municipal code and/or as approved by the Vernon City Council, this Agreement may be renewed by written amendment to this Agreement at our then-current SaaS Fees. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
- 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
- a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 5% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation

infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR**

FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute under this Agreement. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-

binding mediation in an effort to resolve the dispute, with each party bearing their own costs. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings,

and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar

applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Client Trademarks. For clients licensing DHD Tyler Software only:
 - a. During the Term, Client hereby grants Tyler a nonexclusive, paid-up, nontransferable right to use Client's trademarks, trade names, service marks, logos, trade dress, trade name, or other indicia of sources or origin of Client ("Client Marks") for purposes of providing the SaaS Services pursuant to the Agreement. The Client Marks are and will remain the exclusive property of Client and this Agreement gives Tyler no rights therein except for a limited license to reproduce the Client Marks for the sole purpose of allowing Tyler to provide services pursuant to the terms of this Agreement and as otherwise contemplated by this Agreement. All goodwill associated with the Client Marks will inure to the benefit of Client.
 - b. Client warrants that Client Marks and Data furnished by Client to Tyler will not infringe or misappropriate any patent, copyright, trademark, or other proprietary right of any third party. To the extent necessary to provide the SaaS Services, Client represents and warrants that it will provide all access to and information about Client Marks and Data in a timely manner. Client represents and warrants that (a) it has all rights necessary and appropriate to allow Tyler and its contractors to access and use the Client Marks and Data, and (b) it will not take or allow to be taken and action that would result in any harmful code or materials to be provided or submitted to Tyler.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary Schedule 1: Migration Modules Schedule 2: Munis Investment Summary Schedule 3: EnerGov Investment Summary Schedule 4: DHD Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms Schedule 1: DocOrigin End User License Agreement Schedule 2: MyGovPay/VirtualPay and IVR
Exhibit E	Statement of Work
Exhibit F	Modifications
Exhibit G	Annual Support and Hosting Statement of Work (DHD Only)

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Vernon, California

By: _____

By: _____

Name: _____

Name: Carlos Fandino

Title: _____

Title: City Administrator

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Vernon
4305 S. Santa Fe Avenue
Vernon, CA 90058
Attention: Finance Director

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman,
Interim City Attorney





Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Exhibit A
Schedule 1
Migration Modules

Accounts Receivable Support
Contract Management Support
Fixed Assets Support
GL/AP/PG Support
GASB Support
Inventory Support
Payroll Support
Project Accounting Support
State Package Support
Tyler Output Processing Support
Applicant Tracking Support
Code Enforcement Support
Applicant Tracking Support Web
Human Resources Support
LaserFiche interface Support
Accounts Payable Support Web
Tyler Payments - Hosting Fee
Accounts Receivable Support Web
Business Licensing Support
Licensing Support Web
Parcel Manager Support
Bid & Quote Support
Permits & Inspections Support
Tyler Cashiering Support
Bid & Quote Support Web
Contract Management Support Web
CAFR Statement Builder Upgrade Support



Quoted By: Jason Cloutier
 Date: 10/14/2020
 Quote Expiration: 7/26/2020
 Quote Name: City of Vernon-ERP-Munis
 Quote Number: 2020-101542-3
 Quote Description: Munis Tyler Hosted (Updated 10/14/2020)

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
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Productivity:

Munis Analytics & Reporting	\$30,256.00	3.0	\$90,768.00	104
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Additional:

Accounting/GL	\$34,676.00	3.0	\$104,028.00	0
Accounts Payable	\$10,278.00	3.0	\$30,834.00	0
Budgeting	\$10,278.00	3.0	\$30,834.00	0
Capital Assets	\$9,893.00	3.0	\$29,679.00	0
Cash Management	\$7,121.00	3.0	\$21,363.00	0
Contract Management	\$4,446.00	3.0	\$13,338.00	0
Inventory	\$9,893.00	3.0	\$29,679.00	0
Project and Grant Accounting	\$7,151.00	3.0	\$21,453.00	0
Purchasing	\$17,259.00	3.0	\$51,777.00	0
ExecuTime Time & Attendance	\$6,782.00	3.0	\$20,346.00	0
ExecuTime Time & Attendance Mobile Access	\$1,798.00	3.0	\$5,394.00	0
Human Resource and Talent Management	\$3,835.00	3.0	\$11,505.00	0
Payroll w/ESS	\$4,738.00	3.0	\$14,214.00	0
Accounts Receivable	\$8,595.00	3.0	\$25,785.00	0
General Billing	\$4,730.00	3.0	\$14,190.00	0

Tyler Cashiering	\$12,910.00	3.0	\$38,730.00	0
Tyler Ready Forms Processing	\$8,017.00	3.0	\$24,051.00	0
Tyler Content Manager SE	\$12,512.00	3.0	\$37,536.00	0
eProcurement	\$6,782.00	3.0	\$20,346.00	0
UB Interface	\$1,836.00	3.0	\$5,508.00	0
Utility Billing CIS	\$8,341.00	3.0	\$25,023.00	0
IVR Gateway	\$4,663.00	3.0	\$13,989.00	0
Citizen Self Service	\$10,440.00	3.0	\$31,320.00	0
TOTAL:	\$237,230.00		\$711,690.00	104

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Financials:

Accounting/GL	\$119,655.00	256	\$44,800.00	\$20,000.00	\$184,455.00	\$0.00
Accounts Payable	\$35,467.00	72	\$12,600.00	\$0.00	\$48,067.00	\$0.00
Budgeting	\$35,467.00	96	\$16,800.00	\$0.00	\$52,267.00	\$0.00
Capital Assets	\$34,139.00	112	\$19,600.00	\$0.00	\$53,739.00	\$0.00
Cash Management	\$24,573.00	72	\$12,600.00	\$0.00	\$37,173.00	\$0.00
Contract Management	\$15,346.00	56	\$9,800.00	\$0.00	\$25,146.00	\$0.00
Inventory	\$34,139.00	112	\$19,600.00	\$0.00	\$53,739.00	\$0.00
Project & Grant Accounting	\$24,676.00	88	\$15,400.00	\$0.00	\$40,076.00	\$0.00
Purchasing	\$59,553.00	256	\$44,800.00	\$0.00	\$104,353.00	\$0.00

Human Capital Management:

ExecuTime Time & Attendance (350)	\$21,065.00	128	\$22,400.00	\$0.00	\$43,465.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$0.00
Human Resources & Talent Management	\$13,231.00	88	\$15,400.00	\$7,000.00	\$35,631.00	\$0.00
Payroll w/ESS	\$16,351.00	168	\$29,400.00	\$11,800.00	\$57,551.00	\$0.00

Revenue:

Accounts Receivable	\$29,663.00	168	\$29,400.00	\$0.00	\$59,063.00	\$0.00
General Billing	\$16,322.00	96	\$16,800.00	\$11,200.00	\$44,322.00	\$0.00
Tyler Cashiering	\$44,552.00	72	\$12,600.00	\$0.00	\$57,152.00	\$0.00
UB Interface	\$5,102.00	24	\$4,200.00	\$0.00	\$9,302.00	\$0.00
Utility Billing CIS	\$15,811.00	472	\$82,600.00	\$27,200.00	\$125,611.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler ReadyForms Processing (including Common Form Set)	\$24,900.00	0	\$0.00	\$0.00	\$24,900.00	\$0.00
Tyler Content Manager SE	\$43,180.00	64	\$11,200.00	\$0.00	\$54,380.00	\$0.00
IVR Gateway	\$12,954.00	48	\$8,400.00	\$0.00	\$21,354.00	\$0.00
eProcurement	\$23,407.00	56	\$9,800.00	\$0.00	\$33,207.00	\$0.00
Citizen Self Service	\$29,663.00	96	\$16,800.00	\$0.00	\$46,463.00	\$0.00
Sub-Total:	\$684,801.00		\$455,000.00	\$77,200.00	\$1,217,001.00	\$0.00
<i>Less Discount:</i>	<i>\$478,561.00</i>		<i>\$0.00</i>	<i>\$38,600.00</i>	<i>\$517,161.00</i>	<i>\$0.00</i>
TOTAL:	\$206,240.00	2600	\$455,000.00	\$38,600.00	\$699,840.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Modification: Time of use electric billing - July 2022 Release (Version 2022.2)	1	\$60,000.00	\$0.00	\$60,000.00
Modification: KVAR billing calculation -- July 2022 Release (Version 2022.2)	1	\$10,000.00	\$0.00	\$10,000.00
Munis Executive Insights Implementation	1	\$10,500.00	\$0.00	\$10,500.00
Project Management	336	\$175.00	\$0.00	\$58,800.00
Tyler ReadyForms Processing Configuration	1	\$3,000.00	\$0.00	\$3,000.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$146,300.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>
TOTAL:				\$1,650.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$206,240.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$237,230.00
Total Tyler Services	\$639,900.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$847,790.00	\$237,230.00
Contract Total	\$1,559,480.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$156,180.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$2,000.00	\$1,000.00	\$1,000.00
Accounting - Budgets up to 3 years	\$2,000.00	\$1,000.00	\$1,000.00
Accounting Standard COA	\$3,000.00	\$1,500.00	\$1,500.00
Accounts Payable - Checks up to 5 years	\$4,500.00	\$2,250.00	\$2,250.00
Accounts Payable - Invoice up to 5 years	\$5,500.00	\$2,750.00	\$2,750.00
Accounts Payable Standard Master	\$3,000.00	\$1,500.00	\$1,500.00
General Billing - Bills up to 5 years	\$5,000.00	\$2,500.00	\$2,500.00
General Billing - Recurring Invoices	\$4,000.00	\$2,000.00	\$2,000.00
General Billing Std CID	\$2,200.00	\$1,100.00	\$1,100.00
Human Resources - Certifications	\$1,400.00	\$700.00	\$700.00
Human Resources - Education	\$1,400.00	\$700.00	\$700.00
Human Resources - PM Action History up to 5 years	\$1,400.00	\$700.00	\$700.00
Human Resources - Position Control	\$1,400.00	\$700.00	\$700.00
Human Resources - Recruiting	\$1,400.00	\$700.00	\$700.00
Payroll - Accrual Balances	\$1,500.00	\$750.00	\$750.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$700.00	\$700.00
Payroll - Check History up to 5 years	\$1,200.00	\$600.00	\$600.00
Payroll - Deductions	\$1,800.00	\$900.00	\$900.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$1,250.00	\$1,250.00
Payroll - Standard	\$2,000.00	\$1,000.00	\$1,000.00
Payroll - State Retirement Tables	\$1,400.00	\$700.00	\$700.00
Utility Billing - Assessments	\$1,200.00	\$600.00	\$600.00
Utility Billing - Backflow	\$1,200.00	\$600.00	\$600.00
Utility Billing - Balance Forward AR	\$5,600.00	\$2,800.00	\$2,800.00
Utility Billing - Budget Billing	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Consumption History up to 5 years	\$2,000.00	\$1,000.00	\$1,000.00
Utility Billing - Flat Inventory/Containers	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Service Orders	\$2,300.00	\$1,150.00	\$1,150.00
Utility Billing - Services	\$3,600.00	\$1,800.00	\$1,800.00
Utility Billing - Standard	\$4,100.00	\$2,050.00	\$2,050.00

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
TOTAL:			\$38,600.00

Optional SaaS

Description	Annual Fee Net	# Years	Total SaaS Fee	Impl. Hours
Additional:				
Socrata Open Finance	\$28,000.00	3.0	\$84,000.00	0
Tyler Detect	\$37,000.00	3.0	\$111,000.00	0
TOTAL:	\$65,000.00		\$195,000.00	0

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
Install Fee - Socrata Open Finance	1	\$7,000.00	\$0.00	\$7,000.00
Install Fee - Tyler Detect	1	\$1,000.00	\$0.00	\$1,000.00
TOTAL:				\$8,000.00

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$260.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1950GSR	1	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner Stand	1	\$30.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00
ID Tech MiniMag USB Reader	1	\$62.00	\$0.00	\$62.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,623.00	\$0.00	\$1,623.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$2,425.00</i>			<i>\$0.00</i>
TOTAL:				\$2,425.00			\$0.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL	\$119,655.00	\$119,655.00	\$0.00	\$0.00	\$0.00	\$0.00
Accounts Payable	\$35,467.00	\$35,467.00	\$0.00	\$0.00	\$0.00	\$0.00
Budgeting	\$35,467.00	\$35,467.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Assets	\$34,139.00	\$34,139.00	\$0.00	\$0.00	\$0.00	\$0.00
Cash Management	\$24,573.00	\$0.00	\$24,573.00	\$0.00	\$0.00	\$0.00
Contract Management	\$15,346.00	\$15,346.00	\$0.00	\$0.00	\$0.00	\$0.00
Inventory	\$34,139.00	\$34,139.00	\$0.00	\$0.00	\$0.00	\$0.00
Project & Grant Accounting	\$24,676.00	\$24,676.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchasing	\$59,553.00	\$59,553.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll/HR:						
ExecuTime Time & Attendance (350)	\$21,065.00	\$0.00	\$21,065.00	\$0.00	\$0.00	\$0.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	\$0.00	\$5,585.00	\$0.00	\$0.00	\$0.00
Human Resources & Talent Management	\$13,231.00	\$13,231.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll w/ESS	\$16,351.00	\$16,351.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenue:						
Accounts Receivable	\$29,663.00	\$29,663.00	\$0.00	\$0.00	\$0.00	\$0.00
General Billing	\$16,322.00	\$16,322.00	\$0.00	\$0.00	\$0.00	\$0.00
Tyler Cashiering	\$44,552.00	\$44,552.00	\$0.00	\$0.00	\$0.00	\$0.00
UB Interface	\$5,102.00	\$0.00	\$5,102.00	\$0.00	\$0.00	\$0.00
Utility Billing CIS	\$15,811.00	\$0.00	\$15,811.00	\$0.00	\$0.00	\$0.00
Productivity:						
Citizen Self Service	\$29,663.00	\$0.00	\$29,663.00	\$0.00	\$0.00	\$0.00
eProcurement	\$23,407.00	\$0.00	\$23,407.00	\$0.00	\$0.00	\$0.00
IVR Gateway	\$12,954.00	\$0.00	\$12,954.00	\$0.00	\$0.00	\$0.00
Tyler Content Manager SE	\$43,180.00	\$0.00	\$43,180.00	\$0.00	\$0.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	\$24,900.00	\$0.00	\$24,900.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$684,801.00	\$478,561.00	\$206,240.00	\$0.00	\$0.00	\$0.00

Comments

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the Munis Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

The Tyler Software Product Tyler ReadyForms Processing must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Payroll library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Comments

Personnel Actions Forms Library includes: 1 Personnel Action form - New and 1 Personnel Action Form - Change.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

The Munis SaaS fees are based on 175 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.



Quoted By: Christina Young
 Date: 10/13/2020
 Quote Expiration: 12/31/2020
 Quote Name: Vernon-ERP-EnerGov
 Quote Number: 2019-95055-2
 Quote Description: EnerGov - Full Suite - SaaS

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

Additional:

Tyler 311/Incident Management - Software	3.0	\$17,600.00	0	\$0.00	\$0.00
EnerGov Community Development Suite (15) - Software	3.0	\$18,000.00	0	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management - Software	3.0	\$14,000.00	0	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development - Software	3.0	\$14,000.00	0	\$0.00	\$0.00
EnerGov e-Reviews - Software	3.0	\$21,600.00	0	\$0.00	\$0.00
Tyler GIS (30) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov iG Workforce Apps (15) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov Report Toolkit - Software	3.0	\$2,000.00	0	\$0.00	\$0.00
EnerGov Business Management Suite (5) - Software	3.0	\$6,000.00	0	\$0.00	\$0.00
EnerGov Content Management API - Software	3.0	\$3,200.00	0	\$0.00	\$0.00
EnerGovAdv Server Extensions Bundle - Software	3.0	\$6,400.00	0	\$0.00	\$0.00
TOTAL:		\$114,800.00	0	\$0.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Additional:

2019-95055-2 - EnerGov - Full Suite - SaaS

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1 of 8

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
EnerGovAdv Server Extensions Bundle	\$16,000.00	176	\$30,800.00	\$0.00	\$46,800.00	\$0.00
EnerGov Business Management Suite (5)	\$15,000.00	508	\$88,900.00	\$15,275.00	\$119,175.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$35,000.00	48	\$8,400.00	\$0.00	\$43,400.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$35,000.00	48	\$8,400.00	\$0.00	\$43,400.00	\$0.00
EnerGov Community Development Suite (15)	\$45,000.00	1280	\$224,000.00	\$34,075.00	\$303,075.00	\$0.00
EnerGov Content Management API	\$8,000.00	100	\$17,500.00	\$0.00	\$25,500.00	\$0.00
EnerGov e-Reviews	\$54,000.00	152	\$26,600.00	\$0.00	\$80,600.00	\$0.00
EnerGov iG Workforce Apps (15)	\$15,000.00	40	\$7,000.00	\$0.00	\$22,000.00	\$0.00
EnerGov Report Toolkit	\$5,000.00	0	\$0.00	\$0.00	\$5,000.00	\$0.00
Tyler 311/Incident Management	\$44,000.00	110	\$19,250.00	\$0.00	\$63,250.00	\$0.00
Tyler GIS (30)	\$15,000.00	0	\$0.00	\$0.00	\$15,000.00	\$0.00
Sub-Total:	\$287,000.00		\$430,850.00	\$49,350.00	\$767,200.00	\$0.00
<u>Less Discount:</u>	<u>\$39,300.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$39,300.00</u>	<u>\$0.00</u>
TOTAL:	\$247,700.00	2462	\$430,850.00	\$49,350.00	\$727,900.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Business Management Forms Library (6 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
EnerGov Community Development Forms Library (5 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
Project Management	304	\$175.00	\$0.00	\$53,200.00
TOTAL:				\$73,600.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$247,700.00	\$0.00
Total SaaS	\$0.00	\$114,800.00
Total Tyler Services	\$553,800.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$801,500.00	\$114,800.00
Contract Total	\$1,145,900.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Business Management	\$15,275.00	\$0.00	\$15,275.00
EnerGov Community Development	\$34,075.00	\$0.00	\$34,075.00
TOTAL:			\$49,350.00

Optional SaaS

			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion

Additional:

Tyler Content Manager SE-Software-	3.0	\$27,000.00	0	\$0.00	\$0.00
TOTAL:		\$27,000.00	0	\$0.00	\$0.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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Productivity:

Tyler Content Manager SE	\$75,000.00	0	\$0.00	\$0.00	\$75,000.00	\$0.00
TOTAL:	\$75,000.00	0	\$0.00	\$0.00	\$75,000.00	\$0.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Additional:

EnerGovAdv Server Extensions Bundle	\$16,000.00	\$0.00	\$16,000.00	\$0.00	\$0.00	\$0.00
EnerGov Business Management Suite (5)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Business Management	\$35,000.00	\$0.00	\$35,000.00	\$0.00	\$0.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$35,000.00	\$16,800.00	\$18,200.00	\$0.00	\$0.00	\$0.00
EnerGov Community Development Suite (15)	\$45,000.00	\$22,500.00	\$22,500.00	\$0.00	\$0.00	\$0.00
EnerGov Content Management API	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGov e-Reviews	\$54,000.00	\$0.00	\$54,000.00	\$0.00	\$0.00	\$0.00
EnerGov iG Workforce Apps (15)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
EnerGov Report Toolkit	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00
Tyler 311/Incident Management	\$44,000.00	\$0.00	\$44,000.00	\$0.00	\$0.00	\$0.00
Tyler GIS (30)	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$287,000.00	\$39,300.00	\$247,700.00	\$0.00	\$0.00	\$0.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Comments

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The Munis SaaS fees are based on 175 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Business Management: Tyler leads and owns the configuration of 15 unique business transactions, 15 template business transactions, 8 geo-rules and 8 automation events. Configuration elements beyond this will be owned by the client.

Comments

EnerGov Community Development: Tyler leads and owns the configuration of 25 unique business transactions, 25 template business transactions, 15 geo-rules and 15 automation events. Configuration elements beyond this will be owned by the client.

Services are listed as "not to exceed" per item



Quoted By: Christina Young
 Date: 10/14/2020
 Quote Expiration: 1/12/2021
 Quote Name: City of Vernon CA DHD
 Quote Number: 2020-113368
 Quote Description: City of Vernon CA DHD CUPA EH

Sales Quotation For

City of Vernon
 4305 S Santa Fe Ave
 Vernon, CA 90058-1714
 Phone +1 (323) 583-8811

EnerGov SaaS - Silver

Description	Term	Monthly Fee	Users/Units	Annual Fee
Core Software:				
EnerGov Community Health	3	\$178.00	10	\$21,360.00
Extensions:				
EnerGov Citizen Self Service - (CH) Inspection Downloads Only	3	\$88.00	Site License	\$1,051.00
	Sub-Total:			\$22,411.00
	Less Discount:			\$3,398.00
	TOTAL:			\$19,013.00

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Letters and Forms Development (5 pack)	4	\$6,250.00	\$25,000.00	\$0.00
Professional Implementation Services	510	\$185.00	\$94,350.00	\$0.00
TOTAL:			\$119,350.00	\$0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$19,013.00
Total Tyler Services	\$119,350.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$119,350.00	\$19,013.00
Year One Contract Total	\$138,363.00	
Contract Total	\$176,389.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

CUPA Programs

- CUPA configuration/implementation/PM/Training hours: 160 x \$185/hour
- Includes all hosting and data center services.
- Data Conversion from single source for Contact, Establishment, Permit, Inspection and Complaint Type.
- Training provided via webinar, optional onsite available (travel billed at actual cost plus applicable agency fees).

CUPA Programs

- Includes up to (10) Reports, Forms, Printable Documents for Permits, Inspections and Complaints related to each CUPA Program as listed below.
- Includes all standard and pre-formatted data reports listed in the Reporting and Analysis module and up to (5) Custom Reports.
 - Aboveground Petroleum Storage Act (APSA) Program
 - Area Plans for Hazardous Materials Emergencies
 - California Accidental Release Prevention (CalARP) Program
 - Hazardous Materials Release Response Plans and Inventories (Business Plans)
 - Hazardous Material Management Plan (HMMP) and Hazardous Material Inventory Statements (HMIS) (California Fire Code)
 - Hazardous Waste Generator and Onsite Hazardous Waste Treatment (tiered permitting) Programs
 - Underground Storage Tank Program
- Includes up to (5) annual report modifications, including State mandated form changes for CUPA programs.
- Includes all State mandated library modifications and fee updates for CUPA programs.
- Additional modules, users, new functionality billed at prevailing rates.
- CERS integration included.

Environmental Health Programs (Permits, Inspections, Violations)

Environmental Health Programs

EH configuration/implementation/PM/Training hours: 350 x \$185/hours
Up to (10) EH Reports, forms, documents

Food Program

- Vehicles
- Fixed Facility
- Film Permitting

Storm Water Program

- Compliance/Evaluations/Reviews

Solid Waste Program

- Vehicles/Yards/Sites
- Medical Wastes
- Household Hazardous Wastes

Comments

- E Wastes

Garment Program

- Manufacturing
- Commercial Laundry

Water/Waste-Water Systems

- Sampling/Monitoring
- Drinking Water
- Water supply
- Cross-connection/Back Flow
- Wells
- Liquid Wastes

Animal and Vector Control

- Traps/Inspections

Non-Food Vehicles

- Laundry Vehicles
- Offal/Rendering Vehicles
- Solid Waste Collection Vehicles
- Liquid Waste Vacuum Pumpers



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual support fees for the Migration Modules.
2. **License Fees.** License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date").
3. **Other Tyler Software and Services.**
 - 3.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 3.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 3.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 3.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 3.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

3.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

4. Third Party Products.

4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the commencement of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Schedule 1
DocOrigin End User License Agreement

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DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

- 1.1** In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

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Last Updated: July 22, 2017



Exhibit D
Schedule 2
MyGovPay/VirtualPay and IVR

1. MyGovPay/VirtualPay Licensing. Access to MyGovPay and/or Virtual Pay is hereby granted if Customer elects to use MyGovPay or VirtualPay, products of Tyler Technologies (*Powered by Persolvent*), designed for Citizen Users to use for processing online payments.

(a) Special MyGovPay/VirtualPay Definitions.

"Merchant Agreement" means the agreement between Customer and Persolvent that provides for the Merchant Fees.

"Merchant Fees" means direct costs levied by Visa/Mastercard/Discover or other payment card companies for Interchange Fees, Dues, Assessments and Occurrence Fees, over which Tyler Technologies has no authority.

"MyGovPay" means the Product of Tyler Technologies that allows members of the public to pay for Customer's services with a credit or other payment card on the Customer's citizen-facing web portal.

"Persolvent" means Persolvent, formerly BankCard Services Worldwide, a Payment Card Industry (PCI) compliant processing agent through which the EnerGov Software passes credit card transactions.

"Use Fees" means the Technology Fees, Authorization Fees and Program/Convenience Fees as listed in Use Fees Table in Section 2, titled *MyGovPay/VirtualPay*.

"VirtualPay" means the Product of Tyler Technologies that allows the Customer to accept and process citizen user's credit or other payment card using the EnerGov Software.

(b) Conditions of Use. If customer elects to use MyGovPay and/or VirtualPay the following terms apply:

- (1) Customer must apply for and agree to a Merchant Agreement with Persolvent.
- (2) Customer agrees that Citizen Users will be subject to Use Fees as listed in Use Fees table in Section 2.
- (3) Customer agrees that Use Fees are separate from and independent of Merchant Fees.
- (4) Customer agrees that this Agreement does not represent any modification to Customer's Merchant Agreement with Persolvent.
- (5) Customer agrees that Use Fees are for use on the MyGovPay/VirtualPay online system and will not be deposited or owed to Customer in any way.
- (6) Customer agrees that MyGovPay's and VirtualPay's ability to assess Use Fees is dictated by the Card Associations whose rules may change at any time and for any reason. If MyGovPay and/or VirtualPay, for any reason, are unable to process payments using Use Fees, Customer agrees that MyGovPay/VirtualPay reserves the right to negotiate a new pricing model with Customer for the continued use of MyGovPay and/or VirtualPay.

2. MyGovPay/VirtualPay Fees. Customer agrees that the Use Fees set forth on the following page will apply if Customer elects to use MyGovPay/VirtualPay.

USE FEES TABLE FOLLOWS ON NEXT PAGE



Use Fees

EnerGov's MyGovPay (Online / card-not-present payments)**

	MyGovPay (Online Payments)	MyGovPay (Online Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.79%	\$0.20
Option 2: Patron Paid	3.29%	N/A

***ACH processing is available for a fee of \$20 per month and \$0.30 per transaction.*

EnerGov's VirtualPay (retail card present)

	VirtualPay (Retail Payments)	Virtual Pay (Retail Payments)
	Percentage Based Fee	+ Transaction Fee
Option 1: Government Entity Paid	2.59%	\$0.15
Option 2: Patron Paid	2.99%	N/A

Patron Paid fees will be communicated as "Service Fees" to the cardholder, at the time of transaction. In the event that the average monthly transaction amount is below \$30, Contractor reserves the right to apply an additional \$0.20 service fee above the quoted rates above.

3. Interactive Voice Response ("IVR"). If IVR is selected by Customer and included in the pricing, the following additional terms and conditions shall apply of this Agreement:

- (a) Network Security. Customer acknowledges that a third-party is used by Tyler Technologies to process IVR Data. Customer's content will pass through and be stored on the third-party servers and will not be segregated or in a separate physical location from servers on which other customers' content is or will be transmitted or stored.
- (b) Content. Customer is responsible for the creation, editorial content, control, and all other aspects of content to be used solely in conjunction with the EnerGov Software.
- (c) Lawful Purposes. Customer shall not use the IVR system for any unlawful purpose.
- (d) Critical Application. Customer will not use the IVR system for any life-support application or other critical application where failure or potential failure of the IVR system can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support system, and delays in getting medicate care or other emergency services.
- (e) No Harmful Code. Customer represents and warrants that no content designed to delete, disable, deactivate, interfere with or otherwise harm any aspect of the IVR system now or in the future, shall be knowingly transmitted by Customer or Users.
- (f) IVR WARRANTY. Except as expressly set forth in this Agreement, TYLER TECHNOLOGIES MAKES NO REPRESENTATION AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR IVR.

Exhibit E

Statement of Work

Tyler Technologies

Prepared for:

City of Vernon, CA
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Vernon, CA 90058

Prepared by:

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Table of Contents

1.	Executive Summary	6
1.1	Project Overview	6
1.2	Product Summary	6
1.3	Project Timeline	7
1.4	Project Methodology Overview	8
2.	Project Governance	9
2.1	Client Governance	9
2.1.1	Client Project Manager	9
2.1.2	Steering Committee	9
2.1.3	Executive Sponsor(s)	10
2.2	Tyler Governance	10
2.2.1	Tyler Project Manager	10
2.2.2	Tyler Implementation Management	10
2.2.3	Tyler Executive Management	10
2.3	Acceptance and Acknowledgment Process	10
3.	Overall Project Assumptions	12
3.1	Project, Resources and Scheduling	12
3.2	Data Conversion	13
3.3	Data Exchanges, Modifications, Forms and Reports	13
3.4	Hardware and Software	13
3.5	Education	14
4.	Implementation Stages	15
4.1	Work Breakdown Structure (WBS)	15
4.2	Initiate & Plan (Stage 1)	17
4.2.1	Tyler Internal Coordination & Planning	17
4.2.2	System Infrastructure Planning	18
4.2.3	Project/Phase Planning	19
4.2.4	Project Schedule	20
4.2.5	Stakeholder Presentation	21

4.2.6	Control Point 1: Initiate & Plan Stage Acceptance.....	22
4.3	Assess & Define (Stage 2).....	23
4.3.1	Fundamentals Review.....	23
4.3.2	Current/Future State Analysis.....	24
4.3.3	Data Conversion Planning & Mapping.....	25
4.3.4	Standard 3rd Party Data Exchange Planning.....	26
4.3.5	Modification Analysis & Specification, if contracted	27
4.3.6	Forms & Reports Planning	28
4.3.7	System Deployment.....	29
4.3.8	Control Point 2: Assess & Define Stage Acceptance.....	30
4.4	Build & Validate (Stage 3)	32
4.4.1	Configuration & Power User Training.....	32
4.4.2	Data Conversion & Validation.....	33
4.4.3	Standard 3rd Party Data Exchange Validation	34
4.4.4	Modification Delivery & Validation, if contracted	35
4.4.5	Forms & Reports Validation	36
4.4.6	Control Point 3: Build & Validate Stage Acceptance.....	37
4.5	Final Testing & Training (Stage 4)	38
4.5.1	Cutover Planning.....	38
4.5.2	User Acceptance Testing (UAT).....	39
4.5.3	End User Training	40
4.5.4	Control Point 4: Final Testing & Training Stage Acceptance.....	41
4.6	Production Cutover (Stage 5).....	42
4.6.1	Final Data Conversion, if applicable.....	42
4.6.2	Production Processing & Assistance	43
4.6.3	Transition to Tyler Support	44
4.6.4	Schedule Post-Production Services, if applicable	45
4.6.5	Control Point 5: Production Cutover Stage Acceptance	46
4.7	Phase/Project Closure (Stage 6).....	47
4.7.1	Close Phase/Project	47
4.7.2	Control Point 6: Phase/Project Closure Stage Acceptance	48
5.	Roles and Responsibilities	49

5.1	Tyler Roles and Responsibilities	49
5.1.1	Tyler Executive Management	49
5.1.2	Tyler Implementation Management.....	49
5.1.3	Tyler Project Manager.....	49
5.1.4	Tyler Implementation Consultant	50
5.1.5	Tyler Sales	51
5.1.6	Tyler Software Support	51
5.1.7	Tyler SaaS Technicians	51
5.2	City Roles and Responsibilities.....	51
5.2.1	City Executive Sponsor	51
5.2.2	City Steering Committee	52
5.2.3	City Project Manager	52
5.2.4	City Functional Leads	53
5.2.5	City Power Users	54
5.2.6	City End Users	54
5.2.7	City Technical Support	54
5.2.8	City Upgrade Coordinator	55
5.2.9	City Project Toolset Coordinator.....	55
5.2.10	City Change Management Lead	55
6.	EnerGov Conversion Summary.....	56
6.1	Community Development.....	56
6.2	Business Management.....	56
7.	Munis Conversion Summary.....	58
7.1	Accounting COA	58
7.2	Accounting - Actuals	58
7.3	Accounting - Budgets	58
7.4	Accounts Payable Master.....	58
7.5	Accounts Payable - Checks.....	58
7.6	Accounts Payable - Invoices.....	58
7.7	General Billing CID.....	58
7.8	General Billing – Recurring Invoices.....	59
7.9	General Billing – Bills.....	59

7.10	Payroll	59
7.11	Payroll - Deductions	59
7.12	Payroll – Accrual Balances	59
7.13	Payroll – Accumulators	59
7.14	Payroll – Check History	59
7.15	Payroll – Earning/Deduction Hist.	59
7.16	Payroll – PM Action History	60
7.17	Payroll – Position Control.....	60
7.18	Payroll – State Retirement Tables.....	60
7.19	Payroll – Certifications	60
7.20	Payroll – Education	60
7.21	Utility Billing	60
7.22	Utility Billing –Assessments	60
7.23	Utility Billing –Backflow	60
7.24	Utility Billing –Balance Forward AR.....	60
7.25	Utility Billing –Budget Billing	61
7.26	Utility Billing –Consumption History	61
7.27	Utility Billing –Flat Inventory/Containers.....	61
7.28	Utility Billing –Service Orders.....	61
7.29	Utility Billing –Services	61
8.	EnerGov Definitions.....	62
8.1	“Template Business Transactions”	62
8.2	“Unique Business Transactions”	62
8.3	“Geo-Rules”	62
8.4	“Intelligent Objects (IO)”	63
8.5	“Intelligent Automation Agents (IAA)”	63
8.6	“EnerGov SDK/API (Toolkits)”	63
9.	Glossary	64

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Vernon, CA the opportunity to make the City more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
DHD	Digital Health Department
EnerGov	Community Development
EnerGov	Business Management
ExecuTime	Time & Attendance
Tyler Content Manager	Document Management
Munis	Financial Management
Munis	Procurement
Munis	Human Capital Management
Munis	Utility Billing
Munis	Accounts Receivable and Collections
Munis	Tyler Reporting Services

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

Phase	Functional Areas	Software Modules	Duration
1	Munis Financials	<ul style="list-style-type: none"> Accounting/GL Accounts Payable Budgeting Capital Assets Cash Management Contract Management Inventory Project & Grant Accounting Purchasing eProcurement 	12 months
1	Munis Productivity	<ul style="list-style-type: none"> Munis Analytics & Reporting Tyler Ready Forms Tyler Content Manager SE 	Included in Phase 1
2	Munis Human Capital Management & ExecuTime	<ul style="list-style-type: none"> Payroll w/Employee Self Service Human Resources & Talent Management ExecuTime Time & Attendance + Mobile Access 	9 months
3	Munis Utility Billing	<ul style="list-style-type: none"> Accounts Receivable General Billing Tyler Cashiering UB Interface Utility Billing CIS IVR Gateway 	12 months
4	EnerGov	<ul style="list-style-type: none"> EnerGov Advanced Server Extensions Bundle EnerGov Business Management Suite EnerGov Citizen Self Service – Business Management EnerGov Community Development Suite EnerGov Citizen Self Service – Community Development EnerGov e-Reviews EnerGov iG Workforce Apps EnerGov Report Toolkit Tyler GIS EnerGov Content Management API Tyler 311/Incident Management 	12 months
5	Digital Health Department	<ul style="list-style-type: none"> DHD/“EnerGov Community Health” Community Health Inspection Downloads 	12 months

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project and through participation in regular internal meetings, the City steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City. As requested by the City, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days,

or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City has the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City is responsible for uploading their Eden database to Kiteworks and maintaining crosswalks of old to new codes. Validation logs will be provided with each conversion pass. Tyler and the City will work together to resolve validation errors.
- Multiple data passes will occur and it is the City's responsibility to review and verify the accuracy of each data conversion. Tyler will provide guidance and documentation on how to review data conversions.
- In some situations utilizing Munis imports is a more efficient process than conversions. Tyler's implementation staff will discuss the pros/cons of each import and conversion during the Assess & Define Stage of each Phase.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, for both onsite and remote sessions. The City will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

[illegible]

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

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STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			–				
Deliver implementation management plan		A	R									C	C	–		–				

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

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STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

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STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	I					I	I	I	C	I	I	I	I		I	I	
			I							R	C	A	C	I	I	C	I	I		
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City acceptance of schedule based on City resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

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STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City's Legacy System Applications to the Tyler system. Tyler staff and the City work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

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STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City's responsibility to ensure the third party program operates or accesses the data correctly.

The City and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

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STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								C	I		I			C		
			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

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STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

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STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

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STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: City accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.

- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the Validation of the software. The City collaborates with Tyler staff iteratively to Validate software configuration.

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STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City to address conversion discrepancies prior to acceptance.

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STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R														C	
Complete initial review of data errors		A	I	C	R							I	I						C	
Review data conversion and submit needed corrections			I	C	I							A	C		R				C	
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C	

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the City to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: City accepts data conversion delivery; City completes data issues log.
- Installation of Modifications on the City's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final Cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City during Production Cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with City project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with City Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the City receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the City project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
		A	R	C								C	C	I	C	I		C		
		A	R							I	I	C								
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may impact the outcomes of the Project.
 - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City following configuration.
- Assists during Production Cutover process and provides production support until the City transitions to Tyler Support.
- Provides product related education.

- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City on the status and resolution of reported issues.

5.1.7 Tyler SaaS Technicians

- Provides maintenance of hosted server hardware, operating system, and Software Upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides systems management and disaster recovery services within hosting services.
- Adds new City users; SaaS determines user names incorporating a unique client identifier and user initials.
- Performs Tyler Software Upgrades through coordination with the City.

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.

- Resolves all decisions and/or issues not resolved at the City steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management

- Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
- Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
- Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- Routinely communicates with both City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City project manager.
- Prepares and Validates Forms.

- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change Management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Conversion Analysis and Verification Assistance
 - Decentralized End User Training
 - Process Testing
 - User Acceptance Testing

5.2.5 City Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City staff during and after implementation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.

- Extracts and transmits conversion data and control reports from City's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 EnerGov Conversion Summary

6.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Initialized Workflows
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
 - Fees
 - Payments
 - Notes

6.2 Business Management

- Business Entity (Only for Business Licensing)
- License Master basic information
- License Contacts
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Reviews and Approvals – Converted to Activity
- Fees

- Bonds and Escrow
- Activities and Actions
- Conditions
- Notes
- Holds
- Initialized Workflows
- Contractors
- Business Types and NAICS Codes
- Payment and Fee History
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
 - Unique (keyed) contacts converted to global contacts
 - Non-keyed contacts converted to a Memo Custom Field or standard note
- Parcels and Addresses
- Meetings and Hearings
- Violations
 - Fees
 - Payments
 - Notes

7 Munis Conversion Summary

7.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

7.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

7.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

7.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

7.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

7.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

7.7 General Billing CID

- Customer information

7.8 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

7.9 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Munis

7.10 Payroll

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

7.11 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

7.12 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

7.13 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

7.14 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

7.15 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down my individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

7.16 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.
- Up to 5 years

7.17 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

7.18 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states

7.19 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

7.20 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

7.21 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

7.22 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

7.23 Utility Billing –Backflow

- Account information, backflow device information, backflow type, and backflow violations

7.24 Utility Billing –Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one

balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.

- If late penalties will be applied in Munis after the conversion, balance forward amounts must be converted by charge code

7.25 Utility Billing –Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

7.26 Utility Billing –Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

7.27 Utility Billing –Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.

7.28 Utility Billing –Service Orders

- Service Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

7.29 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

8 EnerGov Definitions

8.1 “Template Business Transactions”

- A pre-defined and pre-configured EnerGov business process from EnerGov’s “Best Management Template”.
- The following modifications to Template Business Transactions are considered within scope:
 - Any changes to required inspections within the workflow
 - Any changes to the required plan reviews within the workflow
 - Adding up to 2 additional actions to the workflow
 - Configuration of fees, allowing creation of up to 3 new fees to accommodate
 - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a “Unique Business Transaction”, as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

8.2 “Unique Business Transactions”

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

8.3 “Geo-Rules”

- An automation event that references GIS data. Current geo-rule action types are:

Alert	<ul style="list-style-type: none"> • Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e. noise abatement zones; flood zones; etc.).
Block	<ul style="list-style-type: none"> • Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	<ul style="list-style-type: none"> • Places a block on the case and prevents any progress or updates from occurring on the record (i.e. no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.

Fee Date	<ul style="list-style-type: none"> Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	<ul style="list-style-type: none"> A custom field or any field inherent in the EnerGov application can automatically populate with information based on spatial data.
Required Action	<ul style="list-style-type: none"> A workflow action can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	<ul style="list-style-type: none"> A workflow step can automatically populate in the workflow details for the particular record (i.e. plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	<ul style="list-style-type: none"> The zone(s) automatically populate on the “Zones” tab of the record (i.e. plan, permit, code case, etc.).

8.4 “Intelligent Objects (IO)”

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts and other notifications.

8.5 “Intelligent Automation Agents (IAA)”

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the EnerGov system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

8.6 “EnerGov SDK/API (Toolkits)”

- API’s developed by Tyler Technologies for extending the EnerGov Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The EnerGov toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. The client is responsible for working with their IT staff and VAR’s to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any “in-scope” integrations.

9 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.



Exhibit F Modifications

Modification: Time of use electric billing.

- Delivery / Availability Date: July 2022 (Version 2022.2)
- Cost: \$60,000.00
- Description: The City of Vernon has requested a modification to the MUNIS Utility Billing system to enable Time of Use electric billing using one single Service/Rate on the Account. MUNIS UB will be enhanced to allow for multiple Rate Tables to be defined for a single Rate Master. Using a new "TOU code" field on the Rate Table screen each Rate Table will be assigned to a Time of Use period. The TOU Codes will be new Miscellaneous codes (user definable) and will be used to distinguish one TOU period from another; examples, "On-Peak" and "Off-Peak". With these codes the total On-Peak KWH usage (or KW read) and total Off-Peak KWH usage (or KW read) can be collected/passed separately (per meter) from the meter reading system and be billed at their corresponding rates. MUNIS UB will not store interval readings or calculate the total KWH usage per TOU period, but instead will expect the total KWH (or KW) per TOU period per billing period to be passed from the meter reading solution. In this case it will be Itron MVRs-90, for which a new meter reading import file format will be created. Consumption units from each channel on the meter will be stored in consumption history and printed on the bill statement, along with the reading time, charge amount, and TOU code.

Modification: City of Vernon KVAR billing calculation.

- Delivery / Availability Date: July 2022 (Version 2022.2)
- Cost: \$10,000.00
- Description: Additionally there will be a modification to match the City of Vernon KVAR billing calculation. A new KVAR charge calculation that 1) divides KWH by KW to determine hours, 2) divides KVAR by hours to establish a KVAR max, and 3) bills the difference between the KVAR max and 20% of peak KW against a rate. The modification will match the provided calculation.

KVAR Formula - See uct # 5918 Nature Finest

$$^1 \frac{\text{Kwh}}{\text{Kw}} = \text{HRS}$$

$$\frac{316978}{689} = 460 \text{ HRS}$$

$$^2 \text{KVAR} = \frac{\text{KVAR}}{\text{HRS}} = \text{KVAR MAX}$$

$$\frac{175722}{460} = 382 \text{ KVAR MAX}$$

$$^3 20\% \text{ of peak KW}$$

$$20\% \times 689 \text{ Kw} = 138 \text{ Kw}$$

$$^4 \text{KVAR MAX} - 20\% \text{ of KW}$$

$$382 - 138 \text{ Kw} = 244 \times 0.206 \text{ rate} = \underline{\underline{\$50.26}}$$

See Bill



Exhibit G

Annual Support and Hosting Statement of Work

In the event of a conflict between the terms of this Support tatement of Work and the Agreement, the terms and conditions of this Support Statement of Work shall prevail. This Support Statement of Work and the Agreement represents the complete agreement regarding the subject matter and replaces any oral or written communications between the Client and Tyler.

I. Overview

As more particularly described in the Agreement, the DHD System Maintenance includes a non-transferrable, limited, nonexclusive limited right to use the SaaS Services for named Client staff. This includes:

- The use of the Client Production System in the offices,
- The use of the offline version of the System ("Field Client"),
- Software support, i.e. correction of System-generated errors and identified bugs in the approved and implemented System functionality, and work stoppage issues created by these errors,
- Hosting of Client data and complete System application,
- Technical support to Client staff handled through Client and Tyler Maintenance Support team for modules on the current production System.
- Software Support

A. Software Version Releases

1. Although there are no formal software version releases, the DHD system is periodically updated to include system-wide improvements and features. As these updates are completed, they are implemented to the live system at no additional charge to the Client.
2. Tyler will notify the Client of any software modifications and revisions. The notification shall include, but may not be limited to, a statement describing the effect of including the software change on the system, application programs, data files, workstation functions and services, and personnel training recommendations.

B. Client Issue Tracker

The System includes the Client Issue Tracker module. The Client System Administrators (CSAs) are able to enter issues, open tickets, and enter requests. CSAs can also monitor the progress of the ticket as it moves through the system and are alerted when the issue is resolved. Each issue is assigned a priority level and a status, so pending issues can be addressed in order from highest priority to lowest as defined by Client and specified to Tyler staff.

C. Bug/Error/Break Fixes

1. Bugs, errors, and breaks are defects in the product, that is, a deviation between the functionality of the product and its actual performance. A bug fix is required to change the code to repair the bug. Bug fixes could be associated with a single line of code or large portions of code thus requiring more development time.

2. Critical Bugs are defined as problems that create a Client work stoppage, problems that affect the Client's ability to use the System as it was designed, problems that prevent the Client from doing business, or problems that prevent the Client from submitting data to the System.

a) If the Client reports an issue as a Critical Bug, Tyler staff will review and verify the status. If the issue does not qualify as a Critical Bug as defined above, Tyler staff will update the issue status, assign it to a Work Order, and notify Client.

3. Escalated Issues are defined as those issues that do not meet the qualifications of a Critical System Bug but still need to be addressed and corrected as soon as possible, e.g. before all other issues in Issue Tracker except Critical Bugs. Only Tyler staff is able to Escalate Issues. The types of issues that can be elevated to an Escalated Issues status are:

a) Time-sensitive or urgent report requests that have a hard date and/or time deadline, such as media requests or legislative reports,

b) Time-sensitive or urgent change requests that have a hard date and/or time deadline, such as state-mandated changes regarding permit renewals, licensing, or billing. Additional charges may apply to escalated change requests that fall outside the original Scope of Work.

4. Critical Bugs and Escalated Issues receive top priority in the maintenance schedule. When Critical Bugs and Escalated Issues are reported, they are verified by Tyler, acknowledged, and typically resolved within twenty-four (24) hours. If a Critical Bug will take longer than twenty-four (24) hours to correct, the Client will be notified of the proposed correction within twenty-four (24) hours. If there are more than three (3) Escalated Issues in the Client System at one time, a Work Order will be created containing only the Escalated Issues, and will be moved into the development schedule as soon as possible. The estimated turnaround for Escalated Issues is seven (7) business days.

5. A Work Order is defined as a list of issues, grouped by issue priority and system module, created by Tyler staff and approved by the Client. Work Orders may contain up to twenty (20) issues and must be approved by Client signature before added to the maintenance schedule. Once a Work Order is complete, the Client will have 30 calendar days to review, test, and accept the Work Order by Client signature, or reject the changes in writing, with detailed documentation of the reasons for rejection. Once the Client accepts the Work Order, the changes will be pushed to the Client Production System within two (2) business days. All items within a Work Order will be pushed to production at one time, not piecemeal. The estimated turnaround time for Work Orders is sixty (60) to ninety (90) business days.

a) Once a Work Order is pushed to the production system and verified by Client, the Client will sign a completion form, indicating acceptance of all the issues within the Work Order. No additional Work Orders will be moved into development until the completion form is signed.

D. State-Mandated Changes

1. During the course of this contract, the federal, state, or county laws, ordinances, policies, or procedures may be changed or updated, and require the addition of fields to system screens and/or format changes to printable forms, or a change in the format in which the data is collected or output on a standard form directly relating to a module included in the Client Production System. Tyler will accommodate up to one (1) form change and ten (10) field changes per module annually. Further changes will be quoted on a case-by-case basis at the standard rate of \$200 per hour.
2. In the event that major functionality or report changes are required as the result as a law or ordinance change, the upgrade may require additional funding and will be quoted on a case-by-case basis at the standard rate of \$200 per hour.

E. System Enhancements

1. System Enhancements are defined as change requests and feature requests, which affect System appearance and/or functionality not included in the existing System functionality or that fall outside the system Scope of Work and/or approved system documentation.
2. The Tyler Project Team on a case-by-case basis evaluates change requests. Each change request will be reviewed against the original System scope of work and approved specifications, and will be quoted to the Client at the standard per-hour development rate.
3. Feature requests are evaluated by the Tyler Project Team on a case-by-case basis. Each request will be reviewed against the original scope of work and approved system specifications, and will be quoted to the Client at the standard per-hour development rate.
4. All changes and enhancements to the system will be quoted to the client on a case-by-case basis. No billable work will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.
5. Changes and features are first implemented and tested on Tyler's Development server. After the change is approved internally, it is pushed to the Testing server. This server is the Client's testing environment, which is an exact replica of the production system. This testing environment is standard in the system, and there is no extra fee for this feature. Once the enhancements have been fully tested and approved by the Client, they are pushed to the production system where they are immediately available to all users. There is no downtime for any user, and no extra software installations are necessary.
6. Change and feature requests will be addressed in ninety (90) to one hundred and twenty (120) working days, depending on type of request, complexity, and current development schedule.

F. Priorities

The Priority field helps define an issue's importance to the Client and is used to determine delivery dates. The options are: Very High, High, Medium, Low, and Very Low.

1. The "Very High" status is reserved for Work Stoppage bugs only. The status of a Work Stoppage is strictly reserved for bugs that are preventing use of the system. Work Stoppage Bugs are corrected within 24 hours unless otherwise notified by the Tyler Maintenance Team.
2. In the event of a major issue that impacts production, procedures are in place to allow immediate attention to focus on that item whether it requires programming resources or other Tyler staff participation.
3. All escalation is handled through Tyler technical support. Depending on the type of issue, the system may escalate an item to one department or another (for example, Database Administration, Project Management, or Development). Any time an issue is escalated to senior technical staff the Client will receive an estimated correction time and a reason for the escalation to senior tech staff.

G. Project Procedures

Each deliverable document or Work Order will be approved in accordance with the following procedure:

1. One printed draft of the deliverable document is submitted to the Client Project Manager, with a deliverable acceptance document including an approval signature page. It is the Client Project Manager's responsibility to make and distribute additional copies to the other reviewers.
2. Within five (5) business days the Client Project Manager will either approve the deliverable or provide the Tyler Project Team written documentation of the discrepancies.
3. The Tyler Project Manager will resubmit, in electronic form, the final version of the deliverable document to the Client Project Manager for approval. The Client Project Manager will provide final written approval within five (5) working days.
4. Reasonable delays in this approval process will be considered and allowed if agreed by the Tyler and the Client Project Manager.

H. Escalation Procedure

When a conflict arises between Client and Tyler, the project team member(s) will first strive to resolve the problem internally. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW:

1. Level 1: If the project team cannot resolve the conflict within five (5) working days, the Client Project Manager and Tyler Project Manager will meet to resolve the issue.

2. Level 2: If the conflict is not resolved within five (5) working days after being escalated to Level 1, the Client Project Sponsor will meet with the Tyler Project Executive and Project Manager to resolve the issue.

3. Level 3: If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedures or termination of this SOW, the Hosting SOW, and contract under the terms of the Agreement.

4. During any conflict resolution, Tyler agrees to provide services relating to items not in dispute, to the extent practicable pending resolution of the conflict.

I. Rate for Additional Work

1. Changes to the system appearance and functionality will be quoted on a case-by-case basis at a rate of \$200 per hour. This price covers all project management and development staff time. Travel and other expenses are not included in the per-hour price and may be quoted separately as necessary. No billable work or travel will be performed until both parties sign a written agreement that includes scope of work, project timeline, and approved payment milestones.

II. System Hosting

System Hosting includes hardware support and maintenance for all Tyler-controlled equipment involved in hosting the Client's system, data and application storage, data and application backups, and disaster recovery.

A. Connectivity

The DHD system is accessed through an Internet browser and an Internet connection. No additional Client connectivity is required to access the full functionality of the production DHD system.

B. Data Storage

The data storage subsystem is configured with 9 terabytes of storage and can be expanded at any time if necessary for the term of the contract.

C. Backups

The System is 100% web-browser based and is hosted on servers that Tyler maintains. Tyler is responsible for backups, security administrations, and problem resolutions. Tyler will run nightly backups of all data. The following backups are performed:

1. Nightly differentials,
2. Weekly move backup,
3. Monthly backup rotation.

D. Disaster Recovery

In the event that data recovery is necessary following a disaster that would render data in the primary database unrecoverable, Tyler would look first to the most recent incremental backup of data and attempt to restore. In the event that both the primary database and the incremental backup experienced a catastrophic failure, Tyler would restore from the nightly incremental backup. In the event that all three of these data sources were unavailable or had catastrophic failures, Tyler would retrieve the most recent daily or weekly backup from the long-term backup storage and restore. An exception to this process would be if data were available from another backup source maintained at the Client site – at that point, if the client felt their copy was the most up-to-date, Tyler would restore data from the copy the Client deemed appropriate.

E. Hardware Support

Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the Tyler server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than four (4) hours.

F. Network Availability

Network uptime occurs when the functionality of all Tyler network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the Tyler servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the System ticket-tracking module. Network downtime is measured from the time the Client ticket is opened to the time the issues is resolved and the Tyler network comes back online. The Tyler network will be available 99.9% of the time, excluding scheduled maintenance or upgrades approved by both Client and Tyler.

G. Infrastructure Guarantee

Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a Tyler server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the Tyler server comes back online. Tyler critical systems, including power and HVAC, are available 99.9% of the time, excluding scheduled maintenance periods.

H. Maintenance and escalation (scheduled and unscheduled)

1. Tyler will notify Client at least 48 hours in advance of any scheduled network downtime for System maintenance and service.

2. In the event of an unscheduled outage, Tyler will immediately notify the Client contact, informing them of the outage and its estimated length. Should the outage last more than four hours Tyler will provide an update to Client every four hours as to the system status.

3. All updates and notifications will be delivered via email to the Client contact.

I. Remedies

1. Should a Tyler outage occur that results in Client system unavailability in excess of the guaranteed uptimes, Tyler will credit Client 5% of the monthly SaaS fee for every 5% of downtime with 95% as the first credit threshold. Credits will be applied toward future SaaS payments.

J. Exceptions

1. Delinquent customers may not take advantage of our uptime guarantee. Client must request all credits in writing within three (3) calendar days of the reported downtime, and the downtime must be from a single occurrence.

III. Customer Support

A. On-line Support: System includes online text based help down to the field level. Users can hover the mouse over a field and popup text help for that field will appear.

B. Telephone Support: Telephone support for Client System Administrators between the hours of 8:00 AM and 6:00 PM EST. There is a 24-hour emergency support line available for Client System Administrators, but not general staff. General staff issues should be first directed to the Client District System Administrator to determine that the issue does not pertain to Client policy. If the issue is a legitimate system use issue and the Client District System Administrator is unable to assist the user, the Client District System Administrator may call the Support line to receive additional assistance from a Tyler staff member.

C. Virtual Support: Tyler technical staff can remote in to the application so that they can see the exact screen that an employee is on at any time. This allows them the ability to assist as if they were sitting next to the employee. The Client has to allow access to the system through the Client firewall.

D. User Manual: Electronic user manual documentation is configured to reflect the custom features of Client's specific version on the application.

IV. Roles and Responsibilities

Role	Responsibilities
Application Support (Table Maintenance)	The Client will be responsible for making some table changes to the system using Tyler-developed tools through the DHD system. The Client will also be responsible for using Issue Tracker to request changes to the system that are not available to them

Role	Responsibilities
	through the system. Tyler is responsible for fully supporting the application.
Communication	The Client is responsible for appointing a System Administrator who can verify and enter Issue Tracker items, set up users, etc. This position requires no special software or hardware knowledge and does not require a major time investment. Tyler is responsible for notifying the client of scheduled outings, updates on system changes, etc. Both the Client and Tyler are responsible for communication about the DHD system.
Connection	The Client is responsible for monitoring and ensuring that the internet connection is working properly.
Hardware Maintenance	The Client is responsible for all hardware purchased, installed, and used by the Client. Tyler is responsible for application and server hardware and peripheral equipment pertaining to those servers.
Information Services Technical	The Client is responsible for maintaining Client's own technical staff as it relates to the Client's existing infrastructure. Tyler will be responsible for everything that applies to the production system, data storage, and application and server hardware.
Network Support	The Client is responsible for maintaining their own network system so that users are able to access the Internet and a web browser. Tyler is responsible for all network support to application and data servers.
Security Monitoring	The Client is responsible for monitoring Internet security and any other security measures already in place. Additionally, the Client will be responsible for maintaining the integrity of the internal user security (permissions, passwords, etc.). Tyler is responsible for monitoring security at the data and application server level.
Software Updates	Tyler is responsible for all software updates on the application. The Client is responsible for other applicable software updates on the Client's hardware (operating systems, Internet browser, etc.).

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