



Agenda
City of Vernon
Regular City Council Meeting
Tuesday, August 2, 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 measure 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 820-1441-7633#. 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. City Administration

[City Administrator Report:](#)

- New Business Welcome
- June Job Fair Recap
- Vernon CommUNITY Fund Highlights
- Southern California Public Power Authority Tour
- Community Engagement
- Business Anniversary Highlight

Recommendation:

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

PUBLIC HEARINGS

2. Public Works

[Urgency Ordinance No. 1286 Extending Interim Urgency Ordinance No. 1283 - Warehouse Moratorium](#)

Recommendation:

- A. Find that the proposed action is exempt from 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 Urgency Ordinance No. 1286, pursuant to Government Code Section 65858, extending a moratorium on the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking within the City of Vernon for an additional ten (10) months and fifteen (15) days, or until City Council's adoption of an ordinance addressing the moratorium issues, whichever occurs first.

[1. Urgency Ordinance No. 1286](#)

[2. Adopted Ordinance No. 1283 - Interim Urgency Ordinance Warehouse Moratorium](#)

[3. 10-Day Report on Urgency Moratorium \(July 19, 2022 Staff Report\)](#)

[4. Notice of Public Hearing](#)

3. Public Works

[Ordinance No. 1287 Amending Title 17 of the Vernon Municipal Code pertaining to Warehouse Uses](#)

Recommendation:

- A. Find that the proposed action is exempt from 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;
- B. Introduce and conduct first reading of Ordinance No. 1287 amending Chapters 17.16.020 and 17.24.020 and adding Chapter 17.24.035 to Title 17 (Zoning) of the Vernon Municipal Code relating to warehouse uses; and
- C. Direct staff to schedule second reading and adoption for the August 16, 2022 City Council Meeting.

[1. Ordinance No. 1287](#)

[2. Notice of Public Hearing](#)

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.

4. City Clerk

[Approval of Minutes](#)

Recommendation:

Approve the July 19, 2022 Regular City Council meeting minutes.

[1. 20220719 City Council Minutes](#)

5. City Clerk

[Claims Against the City](#)

Recommendation:

Receive and file claims submitted by Jeffrey Levin in the amount of \$2,106.28; and Elia Ramirez in the amount of \$322.92.

[1. Claim for Damages - Jeffrey Levin 20220718](#)

[2. Claim for Damages - Elia Ramirez 20220719](#)

6. City Clerk

[Franchise Towing Fee Agreements](#)

Recommendation:

- A. Conduct second reading and adopt Ordinance No. 1284 granting to Mr. C's Towing of South Gate, Inc., a franchise towing services agreement; and
- B. Conduct second reading and adopt Ordinance No. 1285 granting Towwerks, LLC. (dba Viertel's Central / Northeast Division), a franchise towing services agreement.

[1. Ordinance No. 1284](#)

[2. Ordinance No. 1285](#)

[3. Ordinance 1284 Proof of Publication](#)

[4. Ordinance 1285 Proof of Publication](#)

7. 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](#)

8. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 91, for the period of July 3 through July 16, 2022, totaling \$9,100,269.42 and consisting of ratification of electronic payments totaling \$8,941,191.72 and ratification of the issuance of early checks totaling \$159,077.70.

[1. Operating Account Warrant Register No. 91](#)

9. Finance/Treasury

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

Recommendation:

Approve Redevelopment Agency Obligation Retirement Account Warrant Register No. 65, for the period of April 17 through July 16, 2022 and consisting of ratification of electronic payments totaling \$8,000.00.

[1. Redevelopment Agency Obligation Retirement Account Warrant Register No. 65](#)

10. Public Works

[Public Works Department Monthly Report](#)

Recommendation:

Receive and file the June 2022 Building Report.

[1. Public Works Department June 2022 Building Report](#)

11. Police Department

[Mutual Aid Operational Plan Agreement](#)

Recommendation:

Approve and authorize the Chief of Police to execute a Mutual Aid Operational Plan Agreement, in substantially the same form as submitted.

[1. Mutual Aid Operational Plan Agreement 2022](#)

12. Public Utilities

[Supplemental to Purchase Contract LP-0728 with ABB, Inc.](#)

Recommendation:

- A. Find that the best interests of the City are served by a direct award of a Supplemental to ABB, Inc., without a competitive selection process pursuant to Section 3.32.110 B.2 of the Vernon Municipal Code (VMC); and
- B. Authorize a Supplemental to Purchase Contract LP-0728 with ABB, Inc. in an amount not to exceed \$9,445.81.

[1. ABB Invoice No. 7105603816](#)

[2. ABB Invoice No. 7105550828](#)

13. Public Utilities

[Sale of Surplus Vernon Public Utilities Vehicle to Petrelli Electric, Inc.](#)

Recommendation:

Approve and authorize the City Administrator to execute the Purchase and Sale Agreement with Petrelli Electric, Inc. (Petrelli Electric), in substantially the same form as submitted, for the sale of one surplus 2008 Chevrolet Silverado 2500HD vehicle for the price of \$6,500.

[1. Purchase and Sale Agreement with Petrelli Electric](#)

14. Public Works

[Heating, Ventilation, and Air Conditioning \(HVAC\) System Yearly Maintenance Contract](#)

Recommendation:

- A. Find that approval of 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 restoration or rehabilitation of deteriorated existing equipment and involves negligible or no expansion of an existing use; and
- B. Approve a Purchase Contract with Western Allied in the amount of \$50,000 for maintenance and inspection services for the City's HVAC system.

[1. Western Allied Maintenance and Inspection Proposal](#)

15. Police Department

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

Recommendation:

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

[1. FY 2021-2022 ESAC Form \(Draft\)](#)

16. City Administration

[Report on Vehicle Purchases Approved by the City Administrator](#)

Recommendation:

Receive and file the report.

17. Public Works

[National Auto Fleet Group Multiple Vehicle Purchase](#)

Recommendation:

- A. Approve the purchase of five new 2022 Ford F -150 Lighting Pro 4WD SuperCrew Work Trucks through National Auto Fleet Group, for a total cost of \$230,846.60; and
- B. Authorize the City Administrator to approve comparable vehicle purchases for a total not-to-exceed \$250,000 for the Public Works Department should the vehicles noted above no longer be available through the National Auto Fleet Group.

[1. National Auto Fleet Group - Ford F150 EV Quote](#)

NEW BUSINESS

18. Human Resources

[Memorandum of Understanding by and between the City of Vernon and the International Brotherhood of Electrical Workers, Local 47](#)

Recommendation:

Adopt Resolution No. 2022- 30 approving the Memorandum of Understanding by and between the City of Vernon and the International Brotherhood of Electrical Workers, Local 47 (IBEW) for the period of July 1, 2022 through June 30, 2025.

[1. Resolution No. 2022-30](#)

[2. 2022-2025 IBEW MOU \(Redline\)](#)

19. Human Resources

[Amendment to Classification and Compensation Plan](#)

Recommendation:

A. Approve new job descriptions; and

B. Adopt Resolution No. 2022-31 amending Exhibits A and C of the Classification and Compensation Plan adopted by Resolution No. 2022-29 adding new classifications and associated salary ranges for Payroll Analyst and Power Resources Settlement Analyst, Senior; deleting the classification of Payroll Specialist, Senior; and incorporating Cost of Living Adjustments for classifications represented by the International Brotherhood of Electrical Workers (IBEW) Local 47.

[1. New Job Descriptions](#)

[2. Resolution No. 2022-31](#)

[3. Classification and Compensation Plan Exhibits \(Redline\)](#)

20. Public Utilities

[Construction Contract with J.D.M.L., Inc. dba Standard Industries for Pumping Plant Demolition and Site Improvements](#)

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 including the demolition and removal of individual small structures, and involves negligible or no expansion of an existing use;

B. Accept the bid from J.D.M.L., Inc. dba Standard Industries (Standard Industries) as the lowest responsive and responsible bidder and reject all other bids;

C. Approve and authorize the City Administrator to execute a Construction Contract with Standard Industries in substantially the same form as submitted, in an amount not-to-exceed \$397,613 for Pumping Plant Demolition and Site Improvements; and

D. Authorize a contingency amount of \$40,000 in the event of unforeseen changes in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

[1. Construction Contract with J.D.M.L., Inc. dba Standard Industries](#)

21. Public Utilities

Professional Services Agreement with Bell Burnett & Associates (BB&A) for Specialized Natural Gas Advisory Services

Recommendation:

- A. Find that the proposed Services Agreement with BB&A is exempt from competitive selection pursuant to Vernon Municipal Code (VMC) Section 3.32.110 as the best interests of the City are served by a direct award of the contract without a competitive selection process; and
- B. Approve and authorize the City Administrator to execute a Professional Services Agreement with BB&A, in substantially the same form as submitted, to provide specialized natural gas advisory services in connection with the planning and implementation of a Natural Gas Procurement Strategy and Energy Risk Management Policy, in an amount not to exceed \$100,000.

1. Services Agreement with Bell Burnett & Associates

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

22. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Carlos Fandino, City Administrator

Employee Organization: Vernon Police Management Association

CLOSED SESSION REPORT

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted 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 prior to the meeting.

Dated: July 28, 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: Diana Figueroa
Submitting Department: City Administration
Meeting Date: August 2, 2022

SUBJECT

City Administrator Report:

- New Business Welcome
- June Job Fair Recap
- Vernon CommUNITY Fund Highlights
- Southern California Public Power Authority Tour
- Community Engagement
- Business Anniversary Highlight

Recommendation:

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

Background:

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

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: August 2, 2022

SUBJECT

Urgency Ordinance No. 1286 Extending Interim Urgency Ordinance No. 1283 - Warehouse Moratorium

Recommendation:

- A. Find that the proposed action is exempt from 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 Urgency Ordinance No. 1286, pursuant to Government Code Section 65858, extending a moratorium on the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking within the City of Vernon for an additional ten (10) months and fifteen (15) days, or until City Council's adoption of an ordinance addressing the moratorium issues, whichever occurs first.

Background:

On June 21, 2022, pursuant to Government Code Section 65858, the City Council adopted Ordinance No. 1283 (Attachment 2), a 45-day urgency moratorium ordinance. Ordinance No. 1283 was adopted to protect the public health, safety, and welfare by prohibiting the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking in the City of Vernon.

Subsequently, pursuant to Government Code Section 65858(d) which requires that at least 10-days prior to the expiration of a 45-day urgency ordinance the City issue a written report describing the measures taken to alleviate the conditions which led to the adoption of the moratorium, staff provided Council with a report at its July 19, 2022 City Council meeting (Attachment 3). The report described staff's engagement with the business community and its commencement of the process to amend Chapter 17 (Zoning Code) of the Vernon Municipal Code (VMC).

Staff is prepared to present a draft ordinance pertaining to warehouse use to City Council for first reading at its August 2, 2022 meeting. The permanent ordinance would change new warehouse uses on lots encompassing 150,000 square feet or more from allowance by right to approval through approval of a development agreement by the City Council.

NEED TO EXTEND THE MORATORIUM

The urgency moratorium (authorized by Urgency Ordinance No. 1283) was immediately required to preserve public health, safety, and welfare. It is recommended that proposed Ordinance No. 1286 be adopted to immediately extend the moratorium 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. Temporary extension of the 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.

It is proposed that the moratorium be extended for an additional ten (10) months and fifteen (15) days beyond its original expiration date, such that the Moratorium will now expire on June 20, 2023, or until the effective date of an ordinance adopted by City Council addressing the issues related to the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking, whichever occurs first.

Although amendments to the Zoning Code are being proposed at the August 2, 2022 Council meeting via the first reading of Ordinance No. 1287, adoption will follow a second reading at a subsequent Council meeting. Even if approved by the City Council in successive meetings, the proposed permanent ordinance would not take effect prior to the current 45-day warehouse moratorium expiration date of August 5, 2022.

Under Government Code Section 65858(a), the City Council may extend the urgency ordinance and moratorium for an additional 10 months and 15 days, and subsequently for one year, for a total of two years. Due to noticing, public hearing and procedural requirements for the adoption of ordinance noted above, staff recommends that Ordinance No. 1283 be extended to remain in place until the permanent zoning change takes effect.

Pursuant to Vernon Municipal Code Section 17.18.030 and Government Code Section 65091, on July 21, 2022, the public hearing notice was posted at City Hall, and published in the Huntington Park Bulletin (Attachment 4).

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Urgency Ordinance No. 1286](#)
2. [Adopted Ordinance No. 1283 - Interim Urgency Ordinance Warehouse Moratorium](#)
3. [10-Day Report on Urgency Moratorium \(July 19, 2022 Staff Report\)](#)
4. [Notice of Public Hearing](#)

URGENCY ORDINANCE NO. 1286

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON, PURSUANT TO GOVERNMENT CODE SECTION 65858, EXTENDING A MORATORIUM ON THE ESTABLISHMENT, EXPANSION, OR MODIFICATION OF WAREHOUSE USES, FREIGHT TERMINALS, TRUCK TERMINALS, CONTAINER STORAGE, AND CONTAINER PARKING WITHIN THE CITY OF VERNON FOR AN ADDITIONAL TEN (10) MONTHS AND FIFTEEN (15) DAYS, OR UNTIL CITY COUNCIL'S ADOPTION OF AN ORDINANCE ADDRESSING THE MORATORIUM ISSUES, WHICHEVER OCCURS FIRST

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. Government Code Section 65858 provides that a city legislative body may, in order to protect public safety, health and welfare, adopt as an urgency measure an interim ordinance prohibiting any uses that may conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body is considering or studying or intends to study within a reasonable time, provided such urgency measures are adopted by four-fifths vote of the legislative body and include findings that there is a current and immediate threat to the public health, safety, or welfare, and that the approval of additional entitlements would result in that threat to public health, safety, or welfare.
- D. On June 21, 2022, pursuant to the authority conferred upon the City Council by Government Code Section 65858, the City Council adopted Interim Urgency Ordinance No. 1283 by a unanimous vote, establishing a 45-day moratorium on the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking within the City of Vernon (Moratorium) and declaring the urgency thereof. The City Council also adopted Interim Urgency Ordinance No. 1283 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.
- E. The Moratorium will expire on August 5, 2022, unless extended pursuant to Government Code Section 65858, which authorizes the City Council, after notice pursuant to Government Code Section 65090 and a public hearing, to adopt an

ordinance extending the moratorium for ten (10) months and fifteen (15) days, upon approval by a four-fifths vote, and upon making the same findings required for initial adoption of the Moratorium.

- F. Government Code Section 65858(d) requires the City Council, at least ten days prior to expiration of the Moratorium or any extension thereof, to issue a written report describing the measures taken to alleviate the condition which led to the adoption of the Moratorium.
- G. In accordance with Government Code Section 65858(d), on July 19, 2022, the City Council approved and issued a ten-day report, describing the measures being taken to alleviate the conditions which led to the adoption of the Moratorium.
- H. The City intends to update the Vernon Municipal Code to address the potential health, safety, and welfare impacts of warehouse uses, freight terminals, truck terminals, container storage, and container parking, which are not addressed by the City's current zoning regulations.
- I. Pursuant to Government Code Section 65858, the City Council wishes to extend the Moratorium for a period of ten (10) months and fifteen (15) days, or until the effective date of an ordinance adopted by City Council addressing the issues related to the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking, whichever occurs first.
- J. At a duly noticed public hearing, testimony evidence was heard and presented from all persons protesting the same and from members of City staff, and the City Council has reviewed, analyzed, considered, and studied all oral and written testimony and evidence presented at such public hearing.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

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

SECTION 3. The City Council of the City of Vernon hereby extends Interim Urgency Ordinance No. 1283 and the moratorium on any establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking within the City of Vernon, for an additional ten (10) months and fifteen (15) days beyond its original expiration date, or until the effective date of an ordinance adopted by City Council addressing the issues related to the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking, whichever occurs first.

SECTION 4. Urgency Findings. California Government Code Section 65858 authorizes the City Council, after notice pursuant to Government Code Section 65090 and a public hearing, to adopt an ordinance extending the Moratorium for ten (10) months and fifteen (15) days, upon approval by a four-fifths vote, and upon making the same findings required for initial adoption of the Moratorium. In accordance with 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. The Moratorium is being temporarily extended 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:
 - 1. 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.
 - 2. 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.
 - 3. 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.
 - 4. 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.

5. 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 extension of the Moratorium on the establishment, expansion, or modification of warehouse and related businesses in the City.
6. The 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.
7. The Moratorium is immediately required to preserve the public health, safety, and welfare and should be extended 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. Temporary extension of the 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.
8. Truck trips generated by logistics facilities have direct impacts on the community including traffic, air quality, noise, vibrations, and health impacts on the community.
9. 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.
10. 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.
- C. 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.
- D. 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 temporarily extend the 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.
- E. 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. Extension of 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.
4. The establishment, expansion, or modification of any warehouse or related facilities with pending permits (which includes submittal of a site plan for review) 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 along with other City staff shall continue to 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. Duration of Ordinance. The Moratorium is hereby extended for an additional ten (10) months and fifteen (15) days beyond its original expiration date, such that the Moratorium will now expire on June 20, 2023, or until the effective date of an ordinance adopted by City Council addressing the issues related to the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking, whichever occurs first. Thereafter, this Moratorium shall be of no further force and effect unless, after a duly noticed public hearing, the City Council further extends the Moratorium for an additional period of time pursuant to Government Code Section 65858.

SECTION 8. City Action. During the period of this Moratorium extension, the Director of Public Works or designee along with other City staff shall: (1) review and consider options for the regulation of warehouse uses, freight terminals, truck terminals, container storage, and container parking within the City of Vernon, and (2) shall issue a written report describing the measures which the City has taken to address the conditions which led to the adoption of this Ordinance to the City Council at least ten (10) days prior to the expiration of this Moratorium, or any extension thereof, and such report shall be made available to the public.

SECTION 9. 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 10. 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 11. The City Clerk shall certify the adoption and publish this ordinance as required by law.

SECTION 12. This Ordinance shall go into effect immediately upon adoption by 4/5 vote and shall be of no further force and effect ten (10) months and fifteen (15) days beyond its original expiration date, or until the effective date of an ordinance adopted by City Council addressing the issues related to the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking, whichever occurs first. Thereafter, this Moratorium shall be of no further force and effect unless, after a duly noticed public hearing, the City Council further extends the Moratorium for an additional period of time pursuant to Government Code Section 65858.

APPROVED AND ADOPTED this 2nd day of August, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, City Attorney

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.
 4. The establishment, expansion, or modification of any warehouse or related facilities with pending permits (which includes submittal of a site plan for review) 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

I CERTIFY THAT THE FOREGOING ORDINANCE NO. 1283 was passed and adopted by the City Council of the City of Vernon at the regular meeting on June 21, 2022 by the following vote:

AYES:	5	Council Members: Davis, Merlo, Ybarra, Larios, Lopez
NOES:	0	
ABSENT:	0	
ABSTAIN:	0	

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: July 19, 2022

SUBJECT

10-Day Report on Urgency Moratorium on Warehouse Uses, Freight and Terminals, Container Storage and Parking

Recommendation:

- A. Find that the proposed action is exempt from 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. Receive and file 10-Day Report on Urgency Moratorium on Warehouse Uses, Freight and Terminals, Container Storage and Parking.

Background:

On June 21, 2022, pursuant to Government Code Section 65858, the City Council adopted Ordinance No. 1283, a 45-day urgency moratorium ordinance. Ordinance No. 1283 was adopted to protect the public health, safety, and welfare by prohibiting the establishment, expansion, or modification of warehouse uses, freight terminals, truck terminals, container storage, and container parking in the City of Vernon. Government Code Section 65858(d), requires that at least 10-days prior to the expiration of a 45-day urgency ordinance, the City issue a written report describing the measures taken to alleviate the conditions which led to the adoption of the moratorium.

Measures Taken to Alleviate the Conditions that Led to the Adoption of the Urgency Ordinance

Actions addressing the underlying need for the moratorium are ongoing and include the following:

- Commencement of the process to amend Chapter 17 (Zoning Code) of the Vernon Municipal Code as it pertains to warehouse uses via a permanent ordinance that would change new warehouse uses on lots encompassing 150,000 square feet or more from allowance by right to approval through a Development Agreement
 - Use of a Development Agreement will allow the City to address community health and safety issues by evaluating warehouse development on a case-by-case basis. Establishing regulatory standards and criteria at the City level will ensure that land uses consider the quality of life of individuals living and working in the Vernon area, and that their welfare remains a priority.
- City staff have provided opportunities for stakeholders to offer feedback and ask questions regarding warehouse regulations
 - On June 30, 2022, staff met with stakeholders through the Vernon Chamber of Commerce

- On July 14, 2022, staff presented an item on warehouse regulation to the Vernon Business and Industry Commission (BIC)
- City Staff has noticed a public hearing on the proposed permanent ordinance in accordance with state law.

Next steps include the following:

- Submitting the draft ordinance to the City Council, with Business and Industry Commission input and recommendations, for introduction and first reading on August 2, 2022; and
- Return the draft ordinance to the City Council, with any requested changes, for second reading and adoption.

Continued Need for the Moratorium

As noted, actions addressing the underlying need for the moratorium are ongoing. Specifically, staff is preparing amendments to the Zoning Code. These Zoning Code amendments require a public hearing before the City Council, with adoption to follow a second reading at a subsequent Council meeting. Even if approved by the City Council in successive meetings, the proposed permanent ordinance would not take effect prior to the 45-day warehouse moratorium (authorized by Temporary Urgency Ordinance No. 1283) expires on August 5, 2022.

Under Government Code Section 65858(a), the City Council may extend the urgency ordinance and moratorium for an additional 10 months and 15 days, and subsequently for one year, for a total of two years. Due to noticing, public hearing and procedural requirements for the adoption of ordinances noted above, staff recommends that Ordinance 1283 remain in place until the permanent zoning change takes effect. Staff will present the recommendation to extend the urgency moratorium to City Council at the August 2 Council Meeting.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Ordinance No. 1283](#)

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

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

PRE# 3606896

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

Notice of Public Hearing - Time Extension of Moratorium on Warehouse

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):

07/21/2022

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

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 August 2, 2022 at 9:00 a.m. (or as soon thereafter as the matter can be heard), to:

Consider adoption of an ordinance extending the 45-day temporary moratorium on warehouse and related uses adopted by Interim Urgency Ordinance No. 1283

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 adoption of said ordinance 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: July 18, 2022

/s/
Lisa Pope, City Clerk

7/21/22
PRE-3606896#
HUNTINGTON PARK BULLETIN



City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: August 2, 2022

SUBJECT

Ordinance No. 1287 Amending Title 17 of the Vernon Municipal Code pertaining to Warehouse Uses

Recommendation:

- A. Find that the proposed action is exempt from 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;
- B. Introduce and conduct first reading of Ordinance No. 1287 amending Chapters 17.16.020 and 17.24.020 and adding Chapter 17.24.035 to Title 17 (Zoning) of the Vernon Municipal Code relating to warehouse uses; and
- C. Direct staff to schedule second reading and adoption for the August 16, 2022 City Council Meeting.

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 a 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 environmental and health, traffic and safety, land use, and fiscal issues.

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.

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) impacting streetlights, traffic signal equipment, signs, trees, curbs, medians, etc.; reduced levels of service on streets and at intersections; and pavement impacts.

Land Use Issues

All of Vernon is zoned industrial. By their nature, warehouses 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, additional property tax, and utility users tax to pay for City provided services. Presently 13 of the 14 new buildings being developed in the City are warehouses.

Fiscal Issues

Warehouses 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.

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.

Warehouse Regulations

Due to the health and environmental impacts of warehouses, several southern California cities have recently adopted warehouse moratoriums and, on April 18, 2022, the California Attorney General announced a settlement with the City of Fontana to resolve allegations that the City of Fontana violated the California Environmental Quality Act (CEQA) in its approval of a

warehouse project (Attachment 1). The settlement, in addition to extracting money from the developer to establish a "community benefit" fund, required Fontana to adopt the most stringent environmental standards in California for new warehouse projects. Under its existing Zoning Code, the City of Vernon has no mechanism for requiring an environmental or health impact study on new or expanded warehouse uses. The City of Vernon is uniquely an industrial City and would best be served by the ability to retain self-determination to the greatest extent possible in the regulation of land use and development.

On June 21, 2022, pursuant to the authority and procedure set forth in California Government Code Section 65858, the Vernon City Council adopted 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 while staff evaluated the environmental, health and safety impacts of continued unfettered warehouse development and considered new regulations pertaining to such uses. During this interim period, City staff engaged in analysis and study to develop a narrowly tailored zoning ordinance that would replace the temporary moratorium and mitigate public safety, health, and welfare impacts of continued warehouse development.

Additionally, the City has provided opportunities for stakeholders to offer feedback and ask questions regarding warehouse regulations:

- One June 30, 2022, City staff met with stakeholders through a meeting hosted by the Chamber of Commerce to receive input on warehouse regulation.
- One July 14, 2022, the topic was discussed at a Special Business and Industry Commission (BIC), with a recommendation to adopt a revised ordinance was provided by the BIC. A mass mailer was sent to all Vernon businesses inviting them to provide input at the BIC meeting.
- On July 19, 2022, City Council was provided with the Government Code Section 65858(d), required 10-Day Report prior to the expiration of a 45-day urgency ordinance warehouse moratorium describing the measures taken to alleviate the conditions which led to the adoption of the moratorium.

Prior to the interim moratorium, warehouse uses were allowed by right everywhere in Vernon with minimal regulation. While there is a need to better regulate the future development of warehouses, rather than proposing blanket limitations on the areas where warehouses can be developed, limitations on the size of warehouses, and other one-size-fits-all prescriptive development standards, City staff recommends that future warehouse development be approved through a case-by-case Development Agreement. Section 17.84.010 of the Vernon Municipal Code (VMC) reads, in part, that the purpose of a Development Agreement is to "...protect the health, safety, and public welfare.." "...without creating undue hardships...". The use of development agreements would allow for the regulation of future warehouse development while providing for maximum collaboration between the City and the Developer in creating agreements that are tailored to mitigate the impacts of each individual project.

Proposed Changes to Vernon Municipal Code

To implement the regulation of future warehouse development by Development Agreement, the proposed changes to the VMC (Attachment 2) are changing paragraph F to read "Warehouse use (other than cold storage warehouses) on lots encompassing less than 150,000 square feet." and paragraph G to read " Wholesale use on lots encompassing less than 150,000 square feet.." from section "17.24.020 Permitted uses" and adding section:

17.24.035 which would read as follows:

"Uses Requiring Development Agreement - Warehouse uses (other than cold storage warehouses) on lots encompassing 150,000 square feet or more and Wholesale uses on lots encompassing 150,000 square feet or more are permitted in the I Zone and all overlay zones, with the exception of the Housing Overlay Zone, subject to the approval of a Development Agreement between the City and Applicant, and appropriate standards and terms to be negotiated with the City, and complying with all other conditions imposed by this chapter.

When considering uses requiring a Development Agreement, the Director shall make a recommendation in writing to the City Council which shall include the Director's determination as to whether or not the proposed Development Agreement:

- A. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;
- B. Is in conformity with and will promote public convenience, general welfare and good land use practice;
- C. Will be detrimental to public health, safety or welfare;
- D. Will adversely affect the orderly development of property or the preservation of property values; and
- E. Will promote and encourage the development of the proposed project by providing a greater degree of requisite certainty.

Staff also proposes that container storage, and container parking be specifically included in the definition of "Truck terminal" in section 17.60.020 by adding "and cargo containers" to the end of the first sentence in that paragraph.

Business and Industry Commission Recommendation

The BIC, at its July 14, 2022 meeting, unanimously recommended that the City Council adopt the proposed changes to the VMC listed above.

Pursuant to VMC Section 17.18.030 and Government Code Section 65091, on July 21, 2022, the public hearing notice was posted at City Hall, and published in the Huntington Park Bulletin (Attachment 2).

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

- [1. Ordinance No. 1287](#)
- [2. Notice of Public Hearing](#)

ORDINANCE NO. 1287

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON AMENDING CHAPTERS 17.16.020 AND 17.24.020 AND ADDING CHAPTER 17.24.035 TO TITLE 17 (ZONING) OF THE VERNON MUNICIPAL CODE RELATING TO WAREHOUSE USES

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. On July 14, 2022, at a special meeting, the Vernon Business and Industry Commission (BIC), recommended that the City Council adopt changes to Title 17 of the Vernon Municipal Code implementing the regulation of future warehouse development by Development Agreement, and including cargo container storage and cargo container parking in the definition of "Truck terminal".
- C. The City Council desires to amend Title 17 of the Vernon Municipal Code as recommended by the BIC.

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. This ordinance was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. The City Council hereby finds that the proposed action is exempt from 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.

SECTION 4. The definition of "Truck terminal" in Vernon Municipal Code Section 17.16.020 Definitions is hereby amended to read as follows:

17.16.020 Definitions

"Truck terminal" means any lot, building, or portion of a lot or a building used primarily for the parking, storage, maintenance, repair, or servicing of highway-type vehicles carrying persons or property including, but not limited to, trucks, buses, and cargo containers. Truck terminal does not include parking of vehicles in connection with a permitted use or

repairing or maintaining vehicles used in connection with a permitted use on the same lot as the permitted use.

SECTION 5. Vernon Municipal Code Sections 17.24.020(F) and (G) Permitted Uses are hereby amended to read as follows:

17.24.020 Permitted uses.

F. Warehouse use (other than cold storage warehouses) on lots encompassing less than 150,000 square feet.

G. Wholesale use on lots encompassing less than 150,000 square feet.

SECTION 6. Section 17.24.035 Uses Requiring Development Agreement is hereby added to read as follows:

“17.24.035 Uses Requiring Development Agreement.

- A. Warehouse uses (other than cold storage warehouses) on lots encompassing 150,000 square feet or more and Wholesale uses on lots encompassing 150,000 square feet or more are permitted in the I Zone and all overlay zones, with the exception of the Housing Overlay Zone, subject to the approval of a Development Agreement between the City and applicant, and appropriate standards and terms to be negotiated with the City, and complying with all other conditions imposed by this chapter. Any Warehouse Development Agreement proposed under this Section must also adhere to the procedures and requirements set forth in Chapter 17.84 of the Vernon Municipal Code.
- B. When considering uses requiring a Warehouse Development Agreement, the Director shall make a recommendation in writing to the City Council which shall include the Director's determination as to whether or not the proposed Warehouse Development Agreement:
1. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;
 2. Is in conformity with and will promote public convenience, general welfare and good land use practice;
 3. Will be detrimental to public health, safety or welfare;
 4. Will adversely affect the orderly development of property or the preservation of property values; and
 5. Will promote and encourage the development of the proposed project by providing a greater degree of requisite certainty.”

SECTION 7. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 8. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 9. Exemptions. This Ordinance shall not apply to the establishment, expansion, or modification of any warehouse or related facilities with pending permits (which includes submittal of a site plan for review) or that have already received full approvals and commenced construction or incurred expenses for construction prior to the effective date of this Ordinance.

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

SECTION 11. This ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this __ day of _____, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, City Attorney

HUNTINGTON PARK BULLETIN

This space for filing stamp only

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90010
Telephone (323) 556-5720 / Fax (213) 835-0584

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

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

Notice of Public Hearing - Warehouse Regulations Zoning Ordinance

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the HUNTINGTON PARK BULLETIN, a newspaper published in the English language in the city of HUNTINGTON PARK, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 06/14/1943, Case No. 485073. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

07/21/2022

Executed on: 07/21/2022
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

PRE #: 3606895

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 August 2, 2022, at 9:00 a.m. (or as soon thereafter as the matter can be heard), to:

Consider introduction and adoption of an ordinance amending certain sections of Title 17 (Zoning) of the Vernon Municipal Code regulating warehouse uses.

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 adoption of said ordinance 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: July 18, 2022

/s/
Lisa Pope, City Clerk
7/21/22

PRE-3606895#
HUNTINGTON PARK BULLETIN

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: August 2, 2022

SUBJECT

Approval of Minutes

Recommendation:

Approve the July 19, 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. [20220719 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY, JULY 19, 2022
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

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

FLAG SALUTE

Mayor Lopez led the Flag Salute.

ROLL CALL

PRESENT:

Leticia Lopez, Mayor
William Davis, Council Member
Judith Merlo, Council Member (arrived at 9:04 a.m.)
Melissa Ybarra, Council Member

ABSENT:

Crystal Larios, Mayor Pro Tem

STAFF PRESENT:

Carlos Fandino, City Administrator
Zaynah Moussa, Interim City Attorney
Lisa Pope, City Clerk
Scott Williams, Finance Director
Fredrick Agyin, Health and Environmental Control Director
Michael Earl, Human Resources Director
Robert Sousa, Police Chief
Dan Wall, Public Works Director
Todd Dusenberry, Acting Public Utilities General Manager

APPROVAL OF THE AGENDA

MOTION

Council Member Ybarra moved and Council Member Davis seconded a motion to approve the agenda. The question was called and the motion carried 3-0, Council Member Merlo and Mayor Pro Tem Larios absent.

PUBLIC COMMENT

None.

PRESENTATIONS

1. **Recognition of Outgoing City Commission and Committee Members**
Recommendation: Recognize outgoing Business and Industry Commissioners Jimmy Andreoli II and John Baca; outgoing Green Vernon Commissioner Alan Franz; and outgoing Vernon CommUNITY Fund Grant Committee Member James Chang for their dedicated service to the City of Vernon.

City Clerk Pope recognized outgoing Commissioners and Committee Members.

2. **Proclamation Recognizing Retired Employee - Fernando A. Valenzuela**
Recommendation: Acknowledge and present a proclamation to retired employee Fernando A. Valenzuela, Police Officer, in recognition of his dedicated service to the City of Vernon.

Human Resources Director Earl acknowledged Fernando A. Valenzuela for his dedicated service to the City of Vernon.

3. **Employee Service Pin Awards for June 2022**
Recommendation: No action required by City Council. This is a presentation only.

Human Resources Director Earl acknowledged Edward Hernandez, Police Officer; Diana C. Figueroa, Administrative Analyst, and Daniel Cordova, Gas Systems Superintendent, as the recipients of the Employee Service Pin Awards for June 2022.

Council Member Merlo arrived at 9:04 a.m.

The following item was tabled:

4. **Proclamation Commending and Honoring Coast Packing Company on its 100th Anniversary**
Recommendation: Acknowledge and present a proclamation in recognition of Coast Packing Company for its 100th year in business.

PUBLIC HEARINGS

5. **Franchise Towing Fee Agreements**
Recommendation: A. Introduce and conduct first reading of Ordinance No. 1284 granting to Mr. C's Towing of South Gate, Inc., a franchise towing services agreement; B. Introduce and conduct first reading of Ordinance No. 1285 granting Towwerk's, LLC. (dba Viertel's Central / Northeast Division), a franchise towing services agreement; and C. Direct staff to schedule second reading and adoption of Ordinance Nos. 1284 and 1285 for the August 2, 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 Merlo moved and Council Member Davis seconded a motion to: A. Introduce and conduct first reading of Ordinance No. 1284 granting to Mr. C's Towing of South Gate, Inc., a franchise towing services agreement; B. Introduce and conduct first reading of Ordinance No. 1285 granting Towwerk's, LLC. (dba Viertel's Central / Northeast Division), a franchise towing services agreement; and C. Direct staff to schedule second reading and adoption of Ordinance Nos. 1284 and 1285 for the August 2, 2022 Regular City Council Meeting. The question was called and the motion carried 4-0, Mayor Pro Tem Larios absent.

CONSENT CALENDAR

MOTION

Council Member Merlo moved and Council Member Davis seconded a motion to approve the Consent Calendar. The question was called and the motion carried 4-0, Mayor Pro Tem Larios absent.

The Consent Calendar consisted of the following items:

6. Approval of Minutes

Recommendation: Approve the June 21, 2022 Regular City Council and June 27, 2022 Special City Council meeting minutes.

7. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 90, for the period of June 5 through July 2, 2022, totaling \$14,079,176.66 and consisting of ratification of electronic payments totaling \$13,294,950.34 and ratification of the issuance of early checks totaling \$784,226.32.

8. City Payroll Warrant Register

Recommendation: Approve City Payroll Warrant Register No. 793, for the period of June 1 through June 30, 2022, totaling \$3,765,115.33 and consisting of ratification of direct deposits, checks and taxes totaling \$2,624,907.92 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$1,140,207.41 paid through operating bank account.

9. Fire Department Activity Report

Recommendation: Receive and file the May 2022 Fire Department Activity Report.

10. Police Department Activity Report

Recommendation: Receive and file the May 2022 Police Department Activity Report

11. Public Works Department Monthly Report

Recommendation: Receive and File the May 2022 Building Report.

12. Appointment of Health Officer for the City of Vernon

Recommendation: A. Find that it is in the best interest of the City to award a services agreement for Health Officer Services to Dr. Laurene Mascola, M.D.,

MPH, without a competitive selection process; and B. Adopt Resolution No. 2022-23 appointing Laurene Mascola, M.D., MPH as Health Officer for the City of Vernon and approving and authorizing the execution of a services agreement for Health Officer Services.

13. Amendment No. 2 to the Attorney Services Agreement (Litigation) between the City of Vernon and Burke, Williams & Sorensen, LLP

Recommendation: Approve and authorize the City Administrator to execute Amendment No. 2 to the Attorney Services Agreement (Litigation) with Burke, Williams & Sorensen, LLP (Burke Williams), in substantially the same form as submitted, to increase the total not-to-exceed amount by an additional \$7,648.14 to cover costs and expenses through the expiration of the contract term.

14. Purchase Contract with Carahsoft Technology Corp.

Recommendation: Approve the issuance of a Purchase Contract with Carahsoft Technology Corp. in an amount not to exceed \$150,000 for a one-year period.

15. 10-Day Report on Urgency Moratorium on Warehouse Uses, Freight and Terminals, Container Storage and Parking

Recommendation: A. Find that the proposed action is exempt from 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. Receive and file 10-Day Report on Urgency Moratorium on Warehouse Uses, Freight and Terminals, Container Storage and Parking.

16. Restricted Grant Agreements with the California Department of Transportation (CalTrans)

Recommendation: Adopt Resolution No. 2022-24 authorizing the Director of Public Works to execute all Restricted Grant Agreements with the State of California, acting by and through the Department of Transportation.

PRESENTATIONS (Continued)

4. Proclamation Commending and Honoring Coast Packing Company on its 100th Anniversary

Recommendation: Acknowledge and present a proclamation in recognition of Coast Packing Company for its 100th year in business.

City Clerk Pope read the proclamation commending and honoring Coast Packing Company on its 100th Anniversary.

Eric R. Gustafson, Coast Packing Company CEO, thanked the City for its recognition.

NEW BUSINESS

17. Appointment of Zaynah N. Moussa as City Attorney

Recommendation: Adopt Resolution No. 2022-25 appointing Zaynah N. Moussa to serve as City Attorney for the City of Vernon effective July 19, 2022, and approving and authorizing the execution or a related at-will employment agreement.

Human Resources Director Earl presented the staff report.

MOTION

Council Member Ybarra moved and Council Member Davis seconded a motion to adopt Resolution No. 2022-25 appointing Zaynah N. Moussa to serve as City Attorney for the City of Vernon effective July 19, 2022, and approving and authorizing the execution or a related at-will employment agreement. The question was called and the motion carried 4-0, Mayor Pro Tem Larios absent.

City Clerk Pope administered the Oath of Office to Zaynah N. Moussa, City Attorney.

18. Memorandum of Understanding by and between the City of Vernon and the Vernon Police Officers' Benefit Association

Recommendation: Adopt Resolution No. 2022-26 approving the Memorandum of Understanding by and between the City of Vernon and the Vernon Police Officers' Benefit Association for the period of July 1, 2022 through June 30, 2025.

Human Resources Director Earl presented the staff report.

MOTION

Council Member Ybarra moved and Council Member Merlo seconded a motion to adopt Resolution No. 2022-26 approving the Memorandum of Understanding by and between the City of Vernon and the Vernon Police Officers' Benefit Association for the period of July 1, 2022 through June 30, 2025. The question was called and the motion carried 4-0, Mayor Pro Tem Larios absent.

19. Memorandum of Understanding by and between the City of Vernon and Teamsters, Local 911

Recommendation: Adopt Resolution No. 2022-27 approving the Memorandum of Understanding by and between the City of Vernon and Teamsters, Local 911 for the period of July 1, 2022 through June 30, 2025.

Human Resources Director Earl presented the staff report.

MOTION

Council Member Davis moved and Council Member Ybarra seconded a motion to adopt Resolution No. 2022-27 approving the Memorandum of Understanding by and between the City of Vernon and Teamsters, Local 911 for the period of July 1, 2022 through June 30, 2025. The question was called and the motion carried 4-0, Mayor Pro Tem Larios absent.

20. Citywide Fringe Benefits Policy

Recommendation: Adopt Resolution No. 2022-28 adopting the Citywide Fringe Benefits Policy and repealing Resolution No. 2021-15.

Human Resources Director Earl presented the staff report.

MOTION

Council Member Merlo moved and Council Member Davis seconded a motion to adopt Resolution No. 2022-28 adopting the Citywide Fringe Benefits Policy and repealing Resolution No. 2021-15. The question was called and the motion carried 4-0, Mayor Pro Tem Larios absent.

21. Amendment to Classification and Compensation Plan

Recommendation: A. Approve new and revised job descriptions; and B. Adopt Resolution No. 2022-29 adopting the Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1) and repealing Resolution Nos. 2021-16, 2021-27, 2021-37, 2021-42, 2021-44 and 2022-02.

Human Resources Director Earl presented the staff report.

MOTION

Council Member Merlo moved and Council Member Davis seconded a motion to: A. Approve new and revised job descriptions; and B. Adopt Resolution No. 2022-29 adopting the Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1) and repealing Resolution Nos. 2021-16, 2021-27, 2021-37, 2021-42, 2021-44 and 2022-02. The question was called and the motion carried 4-0, Mayor Pro Tem Larios absent.

22. Master Services and Subscription Agreement with ChargePoint, Inc.

Recommendation: Approve and authorize the City Administrator to execute a Master Services and Subscription Agreement in an amount not-to-exceed \$825,837.85 with ChargePoint, Inc. to procure Direct Current Fast Chargers for electric vehicles.

Acting Public Utilities General Manager Dusenberry presented the staff report.

MOTION

Council Member Ybarra moved and Council Member Merlo seconded a motion to approve and authorize the City Administrator to execute a Master Services and Subscription Agreement in an amount not-to-exceed \$825,837.85 with ChargePoint, Inc. to procure Direct Current Fast Chargers for electric vehicles. The question was called and the motion carried 4-0, Mayor Pro Tem Larios absent.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino announced residential online bill pay; passport services; National Night Out on August 2, 2022, 5-7 p.m.; and his upcoming meeting with State legislators in Sacramento. He congratulated Coast Packing Company on its 100th Anniversary; and provided an update on the Smithfield property.

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

None.

RECESS

Mayor Lopez recessed the meeting to Closed Session at 9:46 a.m.

CLOSED SESSION

23. 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

RECONVENE

At 10:21 a.m., Mayor Lopez adjourned Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

City Attorney Moussa reported that the Council met in Closed Session, discussed the item on the agenda, and took no reportable action.

ADJOURNMENT

Mayor Lopez adjourned the meeting at 10:22 a.m.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: August 2, 2022

SUBJECT

Claims Against the City

Recommendation:

Receive and file claims submitted by Jeffrey Levin in the amount of \$2,106.28; and Elia Ramirez in the amount of \$322.92.

Background:

On July 18, 2022 and July 19, 2022, respectively, the City received the following claims:

Name of Claimants	Amount Demanded
Jeffrey Levin	\$2,106.28
Elia Ramirez	\$322.92

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

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

- [1. Claim for Damages - Jeffrey Levin 20220718](#)
- [2. Claim for Damages - Elia Ramirez 20220719](#)

CLAIM FOR DAMAGES TO PERSON OR PROPERTY

RESERVE FOR FILING STAMP

CLAIM No. _____

INSTRUCTIONS

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

RECEIVED

JUL 18 2022

CITY CLERK'S OFFICE

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

JEFFREY LEVIN

Age of Claimant (If natural person)

69

Home Address of Claimant

City and State

Home Telephone Number

Business Address of Claimant

City and State

Business Telephone Number

2224 E. SLANSON AVE HUNTINGTON PARK, CA 92555

323-582-5203

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

2224 E. SLANSON AVE HUNTINGTON PARK, CA 92555

How did DAMAGE or INJURY occur? Give full particulars.

DRIVING CAR, RAN INTO POT HOLE
SEE WRITE UP ON ATTACHED LETTER

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

JUNE 29, 2022 11:00 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:

WASHINGTON BLVD TRAVELING WEST BOUND, EAST OF
GRANDE VISTA INTERSECTION

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:

POT HOLE CONDITION ON ROADWAY

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

BROKEN WHEEL & TIRE ON MY CAR

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

\$ 3,106.28

- SEE ATTACHED REPAIR INVOICE
NICK ALEXANDER BMW

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

\$ 2,106.28



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

USAA AUTO INS - PAYMENTS REVIEWED

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

I PAID REPAIR BILL - NICK ALEXANDER BMW
ON 7-15-2022 @ \$2106.28

Name and address of Witnesses, Doctors and Hospitals:

MARCEL S PHANT 2224 E. SCANSON HUNTINGTON PARK
CA 90255 323-582-5203

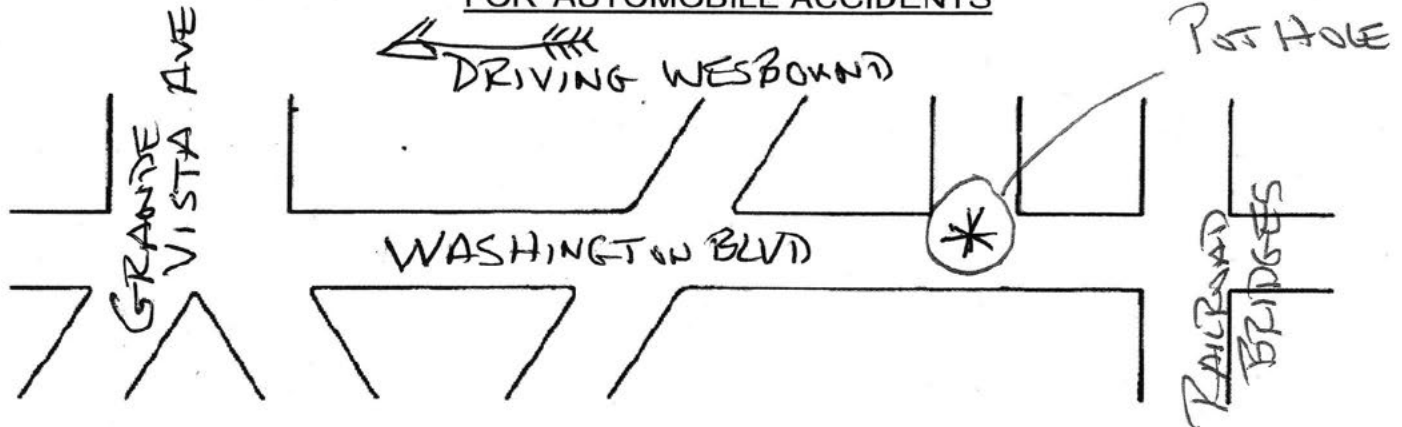
READ CAREFULLY

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

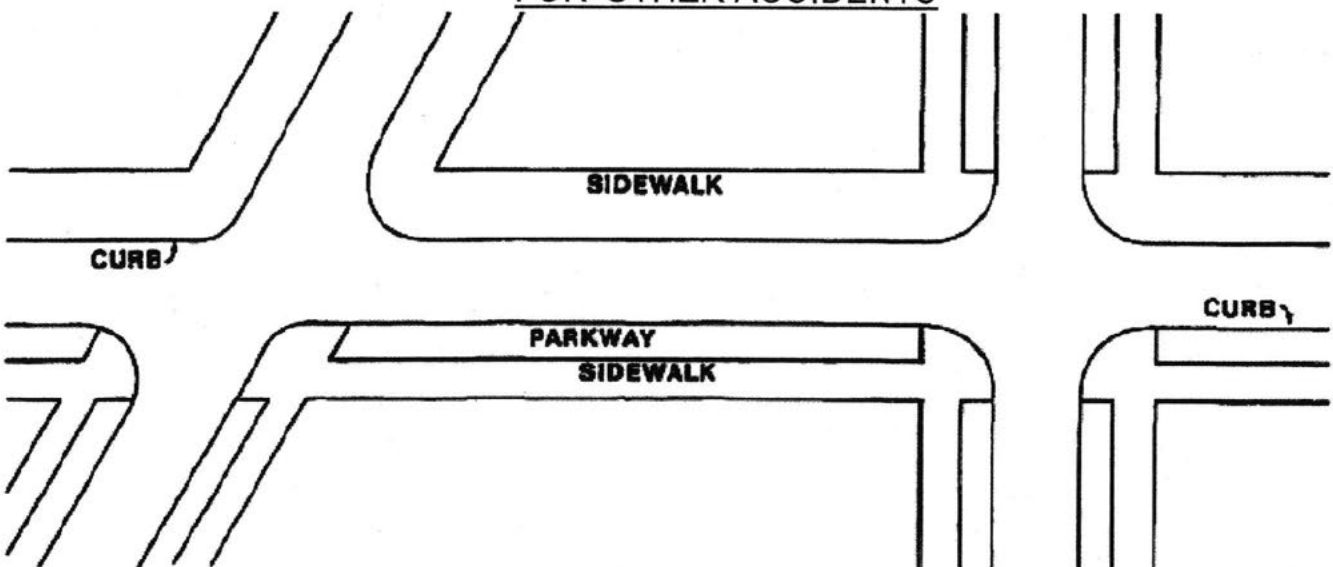
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident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

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



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

Typed/Printed Name:

JERREY LEVIN

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

Date:

7-18-2022

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 LOS ANGELES, YOU MAY BE DEEMED TO HAVE ACCEPTED THE CITY'S OFFER OF SETTLEMENT (GOV. CODE SEC. 915.6).

Jeffrey Levin

To: Jeffrey Levin
Subject: Damage sustained June 29th, 2022

City of Vernon
City Clerk
Lisa Pope
4305 S. Santa Fe Ave

Dear Lisa Pope

Carlos Fandino Suggested I send this request to you.

On Wednesday June 29th, while driving my car on my way to work, I hit a pothole which destroyed the wheel, and rendered the tire unable to operate further.

I own and operate a business at Slauson and Santa Fe Avenue, in Huntington Park. I have been driving to my place of business since 1977.

On the morning the damage occurred, I was driving north on the 710 freeway, and was detoured onto Washington Blvd, to proceed west to my destination at my place of business.

While traveling west on Washington in the right lane / northern most lane, of the two west bound lanes, there was heavy truck traffic, which forced me close to the curb, further exacerbating my position relative to the pothole. I have included photos of the site, and the road where the damage occurred. With safety as my utmost concern, I hit the huge hole, where upon the damage was sustained immediately.

I used a tape measure to graphically display the depth of this crater in the roadway. It is up to 4 inches deep with no where to go but into the depths of this mammoth fissure.

My location was east of the intersection of Washington and Grande Vista where there is a traffic signal. I pulled off the road, and called for roadside assistance, and had my vehicle towed to the dealership that I deal with on a local basis, near my place of business in Huntington Park / Nick Alexander BMW.

Please see Photos attached, showing:

- location, and depth of the pothole
- damage sustained to the wheel
- Nick Alexander BMW Repair Invoice / Repair Order # 102205 / Tag # :118P
In the amount of \$2,106.28


The repair invoice from the dealer, replacing the wheel and tire, and ancillary brake service was required due to the collision with the pothole.

This does not include the towing logistics, and the seventeen days being without my vehicle.

I respectfully request that I be reimbursed *****\$2,106.28***** for the damage sustained to my car.
See attached Claim Form

Respectfully Submitted,

Jeffrey B. Levin
PRESIDENT
GL Veneer Co.
2224 E. Slauson Avenue
Huntington Park, CA. 90255
Tel: 323-582-5203
Fax: 323-584-2956


www.glveneer.com







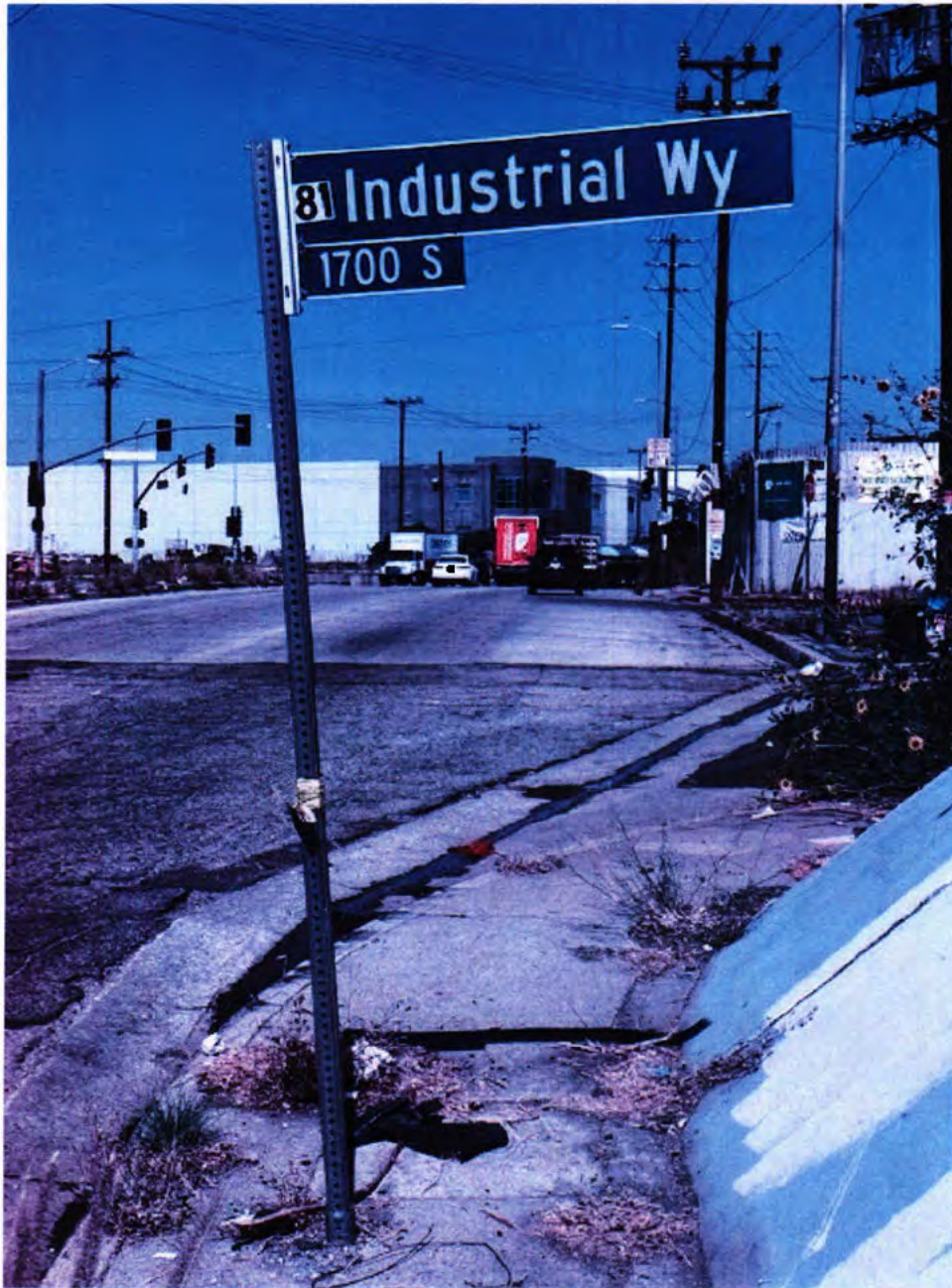




















6333 S Alameda St Los Angeles CA US 90001 www.alexanderbmw.com

Customer Pay Invoice
\$2,106.28

RO# : 102205 | Tag# : 118p

Check-in: Wed Jun 29, 2022 | 5:05 PM

Ready for Pickup: Fri Jul 15, 2022 | 11:59 AM

Promise Time: Wed Jun 29, 2022 | 6:00 PM

Customer

JEFFREY LEVIN
209523

Billing Customer

Same as Customer

Vehicle

2014 BMW 750Li

Service Advisor

331 JEFFREY
MANARANG

331

(323) 277-4206

X
Customer Signature

Date

17 DAYS
IN REPAIR SHOP
6-29-2022 / 7-15-2022



BAR# ARD067469 | EPA# CAR000071688

© Tekion Corp 2022

Customer Copy v1 | Page 5 of 5

Fri Jul 15, 2022 | 12:00 PM



6333 S Alameda St Los Angeles CA US 90001 www.alexanderbmw.com

Customer Pay Invoice
\$2,106.28

RO# : 102205 | Tag# : 118p

Check-in: Wed Jun 29, 2022 | 5:05 PM
Ready for Pickup: Fri Jul 15, 2022 | 11:59 AM
Promise Time: Wed Jun 29, 2022 | 6:00 PM

Customer

JEFFREY LEVIN
209523

Billing Customer

Same as Customer

Vehicle

2014 BMW 750Li

Service Advisor

331 JEFFREY
MANARANG
331
(323) 277-4206

Next service due: 120000 miles on Sun Dec 25, 2022

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By	Date & Time	Authorization Obtained By
\$	\$			<input type="checkbox"/> Telephone <input type="checkbox"/> Text <input type="checkbox"/> Fax (See Attached) <input type="checkbox"/> E-mail (See Attached)
Revised Estimate \$	\$			<input type="checkbox"/> Telephone <input type="checkbox"/> Text <input type="checkbox"/> Fax (See Attached) <input type="checkbox"/> E-mail (See Attached)

SA Notes

331 JEFFREY MANARANG approved recommendations on behalf of Jeffrey Levin.

Mode Of Communication	Previous Estimate	Revised Estimate	Date and Time
Call	\$296.38	\$3,150.83	Tue Jul 12, 2022 at 03:17 PM

Note

I hereby authorize the repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the car or truck herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. In the event of a teardown for inspection, I understand that my vehicle will be reassembled within ___ days of the date shown above, unforeseen complications not withstanding. If automobile is returned to customer before authorized service is performed, a diagnostic and handling charge will be made. If I choose not to authorize the services recommended, YOU WILL BE ALLOWED TO COMPLETE ANY FACTORY AUTHORIZED WARRANTY REPAIRS OR SERVICES THAT ARE AT NO COST TO ME. I also authorize any sublet repairs that you deem necessary. CUSTOMER IS HEREBY NOTIFIED THAT THE SAID PROPERTY IS NOT INSURED OR PROTECTED AGAINST LOSS OCCASIONED BY THEFT, FIRE OR VANDALISM WHILE THE PROPERTY REMAINS WITH THE REPAIR GARAGE. NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON REVERSE SIDE. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY HEREOF. SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. PLEASE READ REVERSE SIDE.



BAR# ARD067469 | EPA# CAR000071688
© Tekion Corp 2022

Customer Copy v1 | Page 4 of 5
Fri Jul 15, 2022 | 12:00 PM



6333 S Alameda St Los Angeles CA US 90001 www.alexanderbmw.com

Customer Pay Invoice
\$2,106.28

RO# : 102205 | Tag# : 118p

Check-in: Wed Jun 29, 2022 | 5:05 PM
Ready for Pickup: Fri Jul 15, 2022 | 11:59 AM
Promise Time: Wed Jun 29, 2022 | 6:00 PM

Customer
JEFFREY LEVIN
209523

Billing Customer
Same as Customer

Vehicle
2014 BMW 750Li

Service Advisor
331 JEFFREY
MANARANG
331
(323) 277-4206

REC -Recommendation

Customer Pay \$0.00

1. replace right front tire

8. REC alignment

Customer Pay \$299.95

Job added by 331 JEFFREY MANARANG on Tue Jul 12, 2022 | 3:17 PM

REC -Recommendation

Customer Pay \$299.95

1. perform four wheel alignment

9. REC right front wheel

Customer Pay \$0.00

Job added by 331 JEFFREY MANARANG on Tue Jul 12, 2022 | 3:17 PM

REC -Recommendation

Customer Pay \$0.00

1. replace right front wheel

Labor \$604.90

Parts \$1,361.80

Sublet Labor \$0.00

Sublet Parts \$0.00

Fees \$0.00

Discounts \$0.00

Tax \$139.58

Deductible \$0.00

Insurance/Warranty \$0.00

Original Estimate

Wed Jun 29, 2022 | 5:05 PM

\$250.00

Invoice Total \$2,106.28



BAR# ARD067469 | EPA# CAR000071688
© Tekion Corp 2022

Customer Copy v1 | Page 3 of 5
Fri Jul 15, 2022 | 12:00 PM



6333 S Alameda St Los Angeles CA US 90001 www.alexanderbmw.com

Customer Pay Invoice
\$2,106.28

RO# : 102205 | Tag# : 118p

Check-in: Wed Jun 29, 2022 | 5:05 PM
Ready for Pickup: Fri Jul 15, 2022 | 11:59 AM
Promise Time: Wed Jun 29, 2022 | 6:00 PM

Customer
JEFFREY LEVIN
209523

Billing Customer
Same as Customer

Vehicle
2014 BMW 750Li

Service Advisor
331 JEFFREY
MANARANG
331
(323) 277-4206

Parts \$1,273.02
34106887529 - Disc for higher coefficient 1 - \$42.07
36115A58600 - PIRELLI PZERO PZ4 SPORT NCS 1 - \$336.95
0029 - ZINC WHEEL WTS 10 - \$5.00
36107984825 - LIGHT ALLOY RIM, SILVER 1 - \$889.00

4.	CONCERN	vehicle was towed in	Customer Pay	\$0.00
----	---------	----------------------	--------------	--------

Job added by 331 JEFFREY MANARANG on Wed Jun 29, 2022 | 5:05 PM

CONCERN -General concern	Customer Pay	\$0.00
1. towed in		

5.	MPVI	Perform Courtesy Vehicle Inspection. Check and Record Tire Pressures	Internal Pay	\$0.00
----	------	--	--------------	--------

Job added by 977 ENRIQUE VASQUEZ on Wed Jun 29, 2022 | 5:05 PM

MPVI -Perform Courtesy Vehicle Inspection. Check and Record Tire Pressures	Internal Pay	\$0.00
1. perform multi-point vehicle inspection adjusted tire pressures to specs set all tires to 38psi		

6.	REPEAT	Vehicle returning within 90 days, please send to Shop Foreman for review	Internal Pay	\$0.00
----	--------	--	--------------	--------

Job added by 724 HENRY GELB on Thu Jun 30, 2022 | 8:48 AM

REPEAT -Vehicle returning within 90 days, please send to Shop Foreman for review	Internal Pay	\$0.00
1. Repair history reviewed by shop foreman HG.		

7.	REC	michelin pilot sport 245/35zr21 96y	Customer Pay	\$0.00
----	-----	-------------------------------------	--------------	--------

Job added by 331 JEFFREY MANARANG on Tue Jul 12, 2022 | 3:17 PM





6333 S Alameda St Los Angeles CA US 90001 www.alexanderbmw.com

Customer Pay Invoice

\$2,106.28

RO# : 102205 | Tag# : 118p

Check-in: Wed Jun 29, 2022 | 5:05 PM

Ready for Pickup: Fri Jul 15, 2022 | 11:59 AM

Promise Time: Wed Jun 29, 2022 | 6:00 PM

Customer

JEFFREY LEVIN
209523

Pickup-Customer

Same as Customer

Vehicle

2014 BMW 750Li

Service Advisor

331 JEFFREY
MANARANG

Billing Customer

Same as Customer

Out

331

(323) 277-4206

2224 W SLAUSON AVEW
HUNTINGTON PARK, CA
90255

1.	BFE	Perform Brake Fluid Service	Customer Pay	\$293.78
----	-----	-----------------------------	--------------	----------

Job added by 331 JEFFREY MANARANG on Wed Jun 29, 2022 | 5:05 PM

BFE -Perform Brake Fluid Service

Customer Pay \$205.00

1. perform brake fluid service

Parts

\$88.78

06011 - BRAKE FLUID KIT 1 - \$88.78

2.	0000610	Engine Oil Service	Warranty Pay	\$0.00
----	---------	--------------------	--------------	--------

Job added by 331 JEFFREY MANARANG on Wed Jun 29, 2022 | 5:05 PM

0000610 -Engine Oil Service

Warranty Pay \$0.00

1. perform oil service

Parts

\$0.00

83192221702 - BMW Windshield Washer Fluid 1 - \$0.00

83215A42D39 - BMW Group LL01FE 0W-30 95 - \$0.00

11427583220 - Set oil-filter element 1 - \$0.00

3.	TIRE1	36 - Wheels and Tires - Customer States he hit a pot and check all tires and advise	Customer Pay	\$1,372.97
----	-------	---	--------------	------------

Job added by 331 JEFFREY MANARANG on Wed Jun 29, 2022 | 5:05 PM

TIRE1 -Replace One Tire

Customer Pay \$99.95

1. replaced right front wheel and tire



BAR# ARD067469 | EPA# CAR000071688

© Tekion Corp 2022

Customer Copy v1 | Page 1 of 5

Fri Jul 15, 2022 | 12:00 PM



Customer
JEFFREY LEVIN
209523
[REDACTED]

Vehicle
2014 BMW 750Li
[REDACTED]

Thank You JEFFREY LEVIN,

We appreciate your business with us!

1. Payment

Fri, Jul 15, 2022 | 01:52 pm

Payment Method

American Express -
4009

Payee

Jeffrey Levin

Received By
YVETTE BRAVO

\$2,106.28

Payment **\$2,106.28**

Total Invoice **\$2,106.28**

Remaining Amount Due **\$0.00**

Customer Signature



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

JUL 19 2022

CITY CLERK'S OFFICE

TO: CITY OF VERNON CITY COUNCIL

Name of Claimant

Elia Ramirez

Age of Claimant (If natural person)

30

Home Address of Claimant

City and State

Home Telephone Number

Business Address of Claimant

City and State

Business Telephone Number

N/A

N/A

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

How did DAMAGE or INJURY occur? Give full particulars.

On 6/25/22 at 8:20pm, I was driving my boyfriend back home traveling Eastbound on Washington blvd by the Union Pacific Rail Yard. I drove in the left lane (lane 1) and hit a pot hole which was too dark to see. My right side front passengers tire dipped into the pot hole and made a loud noise. My tire sensor turned on, I felt the flat and pulled over. My tire had popped and my rim was scratched.

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

Saturday June 25, 2022 at 8:20 p.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:

The pothole is roughly 500 ft from the Washington blvd and Indiana intersection in the left lane (lane 1) traveling Eastbound on Washington blvd near Union Pacific Rail Yard. Pothole location is near dashed line separating lanes 1 and 2.

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 pothole on Washington blvd caused my tire to dip inside, scratched the rim and popped my front passengers side tire. The city line up ahead shows it is under City of Vernon.

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

Front passengers side (right side) rim scratched.

Front passengers side (right side) tire popped, needs to be replaced.

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

I took my car to Toyota of EL Monte.
Tire replacement: \$215.20 before taxes

Tire rim repair (paint): \$88.88 before taxes

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

(Tire) \$215.20 + (Rim repair) \$88.88 = \$304.08 → \$322.92 After taxes

Receipt is included.

07/19/22

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. Mercury Insurance. Policy # [REDACTED]

I paid out of pocket for the damages from pothole.
Expenditures made on account of accident or Injury: (Date - Item) (Amount)

I paid \$322.92 for tire and repairs on 06/29/22. Receipt attached.

Name and address of Witnesses, Doctors and Hospitals:

Witness at time of accident.
Hernan A. Garcia [REDACTED]

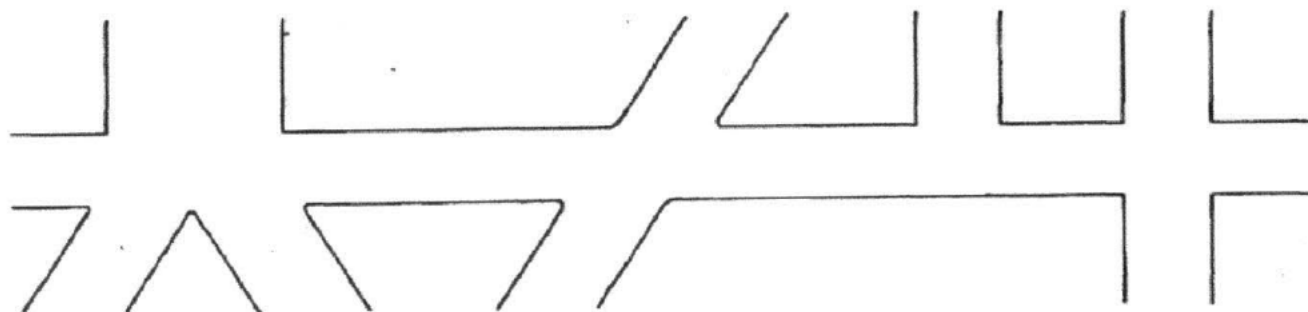
READ CAREFULLY

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

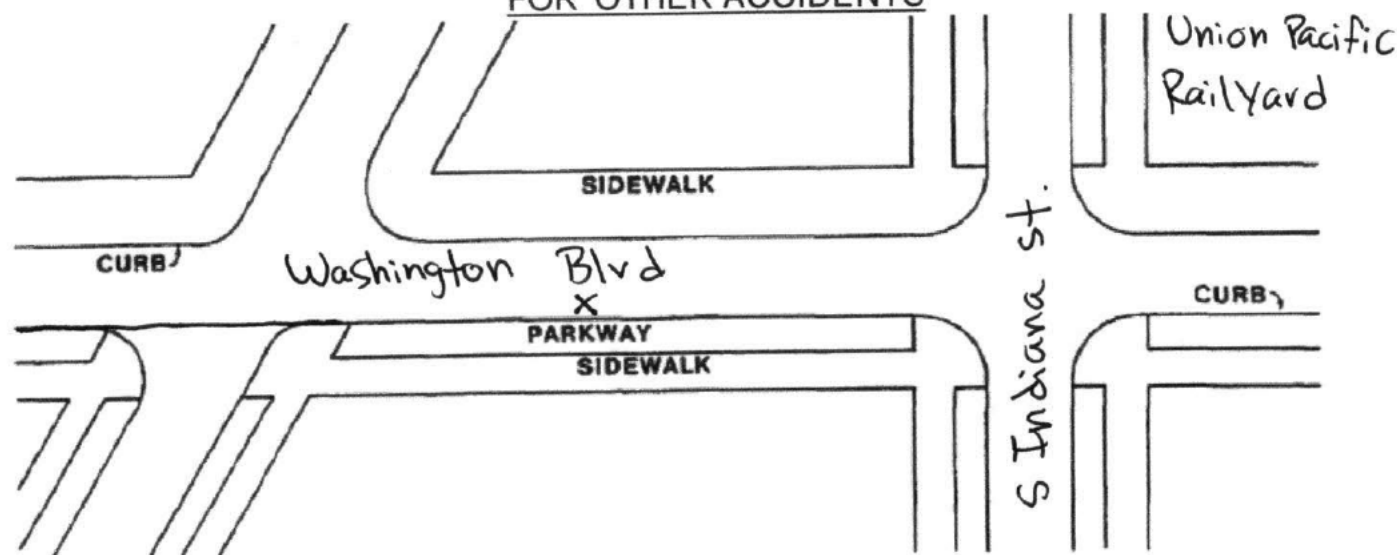
If City Vehicle was Involved, designate by letter "A" location of City vehicle when you first saw it, and by "B" location of yourself or your vehicle when you first saw City vehicle; location of City vehicle at time of accident by "A-1" and location of yourself or your vehicle at the time of accident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

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



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

Typed/Printed Name:

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

Date:

Elia Ramirez

07/19/22

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)



3534 Peck Rd. El Monte CA US 91731 www.longotoyota.com

Guest Pay Invoice
\$322.92

RO# : 1049711 | Tag# : Bc3391

Check-in: Mon Jun 27, 2022 | 2:22 PM
Ready for Pickup: Wed Jun 29, 2022 | 4:13 PM
Promise Time: Mon Jun 27, 2022 | 6:00 PM

Customer
Elia Ramirez
24341820

Pickup-Customer
Same as Customer

Billing Customer
Same as Customer

Vehicle
2020 Toyota Corolla
Hatchback-WHITE
License: [REDACTED]
26,454 Mi In / 26,454 Mi
Out
In Service: 05/24/2022

Service Advisor
Bruce Herrera
997088
(626) 652-3609

A. MISC GUEST STATES - Advise if the wheel is damage - front Guest Pay \$0.00
passenger side -

Job added by Bruce Herrera on Mon Jun 27, 2022 | 2:22 PM

MISC -GUEST STATES Guest Pay \$0.00

B. TMB1 MOUNT AND BALANCE TIRE. SPECIFY LOCATION, DOT Guest Pay \$215.20
#1 EUT74MDR4921 DOT #2 DOT
#3 DOT #4 - right front -
passenger front tire - SOR is here C1817672

Job added by Bruce Herrera on Mon Jun 27, 2022 | 2:22 PM

TMB1 -MOUNT AND BALANCE TIRE. SPECIFY LOCATION, DOT #1 DOT Guest Pay \$25.00
#2 DOT #3 DOT #4

Parts \$187.20

DT00214747DU-OEM 225/40R18 DU 1 - \$187.20

Fees \$3.00

Wheel Weights - \$1.25

Tire Tax - \$1.75

C. MISC TIRE ISSUE HIT POT HOLE NEEDS REPLACEMENT TIRE Guest Pay \$0.00

Job added by Elizabeth Anderson on Mon Jun 27, 2022 | 2:22 PM

MISC -GUEST STATES Guest Pay \$0.00



BAR# ARD268047 | EPA# CAD982337131
© Tekion Corp 2022

Guest Copy Page 1 of 4
Wed Jun 29, 2022 | 4:13 PM

07/19/22



3534 Peck Rd. El Monte CA US 91731 www.longotoyota.com

Guest Pay Invoice
\$322.92

RO# : 1049711 | Tag# : Bc3391

Check-in: Mon Jun 27, 2022 | 2:22 PM
Ready for Pickup: Wed Jun 29, 2022 | 4:13 PM
Promise Time: Mon Jun 27, 2022 | 6:00 PM

Customer
Elia Ramirez
24341820

Billing Customer
Same as Customer

Vehicle
2020 Toyota Corolla
Hatchback-WHITE

Service Advisor
Bruce Herrera
997088
(626) 652-3609

D. MPVI PERFORM CERTIFIED MULTI-POINT VEHICLE INSPECTION Guest Pay \$0.00

Job added by Johan Ramirez on Mon Jun 27, 2022 | 2:22 PM

MPVI -PERFORM CERTIFIED MULTI-POINT VEHICLE INSPECTION Guest Pay \$0.00

1. PERFORMED CERTIFIED MULTI POINT VEHICLE INSPECTION. SUBMITTED INSPECTION FORM WITH VEHICLE STATUS.

E. CKTIRES CHECK ALL TIRES TREAD DEPTH AND SET PRESSURES. MILEAGE OUT _____ PARKING SPACE _____ Guest Pay \$0.00

Job added by Johan Ramirez on Mon Jun 27, 2022 | 2:22 PM

CKTIRES -CHECK ALL TIRES TREAD DEPTH AND SET PRESSURES. MILEAGE OUT _____ PARKING SPACE _____ Guest Pay \$0.00

1. Check tires and set pressures: Left Front PSI ____33____ Right Front PSI ____33____ Left Rear PSI ____30____ Right Rear PSI ____30____

F. TEXT YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES FOR OFFERS VIA TEXT. IF YOU AGREE, YOU MAY OPT OUT AT ANY TIME. YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY OPT OUT AT ANY TIME. Guest Pay \$0.00

Job added by Johan Ramirez on Mon Jun 27, 2022 | 2:22 PM

TEXT -YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES FOR OFFERS VIA TEXT. IF YOU AGREE, YOU MAY OPT OUT AT ANY TIME. YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY OPT OUT AT ANY TIME. Guest Pay \$0.00



BAR# ARD268047 | EPA# CAD982337131
© Tekion Corp 2022

Guest Copy Page 2 of 4
Wed Jun 29, 2022 | 4:13 PM

07/19/22



3534 Peck Rd. El Monte CA US 91731 www.longotoyota.com

Guest Pay Invoice
\$322.92

RO# : 1049711 | Tag# : Bc3391

Check-in: Mon Jun 27, 2022 | 2:22 PM
Ready for Pickup: Wed Jun 29, 2022 | 4:13 PM
Promise Time: Mon Jun 27, 2022 | 6:00 PM

Customer
Elia Ramirez
24341820
[REDACTED]

Billing Customer
Same as Customer

Vehicle
2020 Toyota Corolla
Hatchback-WHITE
[REDACTED]

Service Advisor
Bruce Herrera
997088
(626) 652-3609

G. WHEELR1	DEALER RECOMMENDED - REPAIR 1 WHEEL _____ - right front	Guest Pay	\$88.88
------------	--	-----------	---------

Job added by Bruce Herrera on Mon Jun 27, 2022 | 5:24 PM

WHEELR1 -DEALER RECOMMENDED - REPAIR 1 WHEEL _____	Guest Pay	\$88.88
1. 1 WHEEL REPAIRED - UC WHEEL TEAM		

H. REVEST	Amount Added\$ 88.88 Total\$ 322.92 Tax By: ELIA Date: 06/29/2022 Time: 3:54 PM Phone#: CELL E-Mail/Text In Person: Reason: WHEEL REPAIR	Guest Pay	\$0.00
-----------	---	-----------	--------

Job added by Bruce Herrera on Wed Jun 29, 2022 | 3:54 PM

REVEST -Amount Added\$ _____ Total\$ _____ Tax By: _____ Date: _____ Time: _____ Phone#: _____ E-Mail/Text _____ In Person: _____ Reason: _____	Guest Pay	\$0.00
---	-----------	--------

Labor	\$113.88
Parts	\$187.20
Sublet Labor	\$0.00
Sublet Parts	\$0.00
Fees	\$3.00
Discounts	\$0.00
Tax	\$18.84
Deductible	\$0.00
Insurance/Warranty	\$0.00
Invoice Total	\$322.92

Original Estimate
Mon Jun 27, 2022 | 2:22 PM \$230.92



BAR# ARD268047 | EPA# CAD982337131
© Tekion Corp 2022

Guest Copy Page 3 of 4
Wed Jun 29, 2022 | 4:13 PM

[REDACTED] 07/19/22



3534 Peck Rd. El Monte CA US 91731 www.longotoyota.com

Guest Pay Invoice

\$322.92

RO# : 1049711 | Tag# : Bc3391

Check-in: Mon Jun 27, 2022 | 2:22 PM

Ready for Pickup: Wed Jun 29, 2022 | 4:13 PM

Promise Time: Mon Jun 27, 2022 | 6:00 PM

Customer

Elia Ramirez

24341820

Billing Customer

Same as Customer

Vehicle

2020 Toyota Corolla
Hatchback-WHITE

Service Advisor

Bruce Herrera

997088

(626) 652-3609

Next service due: 30000 miles on Wed Oct 12, 2022

Original Estimate
(Parts & Labor)

Total Additional Cost
Authorized

Approved By

Date & Time

Authorization Obtained By

\$

\$

Telephone

Text

Fax (See Attached)

E-mail (See Attached)

Revised Estimate \$ \$

Telephone

Text

Fax (See Attached)

E-mail (See Attached)

Thank you for allowing us to service your vehicle. Your satisfaction is important to us. If you receive a survey for our service rendered, please do complete it and return it. We want you to be "Completely Satisfied". If you're not, please contact our customer satisfaction manager at (626) 478-2372.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.

Guest Signature

Service Advisor Signature

Invoice Date

Mon Jun 27, 2022 | 2:22 PM

X

Guest Signature

Date



BAR# ARD268047 | EPA# CAD982337131
© Tekion Corp 2022

Guest Copy Page 4 of 4
Wed Jun 29, 2022 | 4:13 PM

07/19/22

**Customer**Elia Ramirez
[REDACTED]**Vehicle**2020 Toyota Corolla
Hatchback - WHITEVIN
[REDACTED]**RO# : 1049711****Tag# : Bc3391**

Technician

999030 - 100193919

SE Nightshade:

Hatchback 2.0L L4 4DR

Naturally Aspirated GAS

FI: FWD: CVT: Hatchback

26,454 Mi In / 26,454 Mi

Out

MPVI Inspection

Pass: 1



Caution



Fail



Not Applicable



Refer Notes

NO MPI FORM

NO MPI

NO MPI COMPLETED

**Inspection range information****Services**

A. MISC	GUEST STATES - Advise if the wheel is damage - front passenger side -	Guest Pay	\$0.00
B. TMB1	MOUNT AND BALANCE TIRE. SPECIFY LOCATION, DOT #1_____ DOT #2_____ DOT #3_____ DOT #4_____ - right front - passenger front tire - SOR is here C1817672	Guest Pay	\$215.20
C. MISC	TIRE ISSUE HIT POT HOLE NEEDS REPLACEMENT TIRE	Guest Pay	\$0.00
D. MPVI	PERFORM CERTIFIED MULTI-POINT VEHICLE INSPECTION	Guest Pay	\$0.00
E. CKTIRES	CHECK ALL TIRES TREAD DEPTH AND SET PRESSURES. MILEAGE OUT _____ PARKING SPACE _____	Guest Pay	\$0.00
F. TEXT	YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES FOR OFFERS VIA TEXT. IF YOU AGREE, YOU MAY OPT OUT AT ANY TIME. YOU CONSENT TO RECEIVING TEXTS FROM US ON YOUR CELL PHONE. YOU AGREE THAT WE MAY CONTACT YOU REGARDING SERVICE UPDATES OR OFFERS VIA TEXT. IF YOU DO NOT AGREE, YOU MAY OPT OUT AT ANY TIME.	Guest Pay	\$0.00
G. WHEELR1	DEALER RECOMMENDED - REPAIR 1 WHEEL _____ - right front	Guest Pay	\$88.88

07/19/22

**Customer**Elia Ramirez
[REDACTED]
[REDACTED]**Vehicle**2020 Toyota Corolla
Hatchback - WHITEVIN
[REDACTED]**RO# : 1049711****Tag# : Bc3391**

Technician

999030 - 100193919

SE Nightshade:

Hatchback 2.0L L4 4DR

Naturally Aspirated GAS

FI: FWD: CVT: Hatchback

26,454 Mi In / 26,454 Mi

Out

Additional Fees \$0.00

Additional Discount \$0.00

Tax \$18.84

Current Estimate \$322.92X
Guest Signature

Date











114WD R0520

PC22
1BPG8



AT EUT7

4MDR0520

PC228M2Y2
1EB3317





DOT EUT7

4MDR0520

PC228M2
1B53317





UT7

4MDR0520

PC228M2V2
183887

A close-up photograph of a car's wheel and tire. The tire is dark and shows some wear. The sidewall of the tire has embossed text: 'EUT7' and '4MDR05200'. The wheel rim is visible, showing a dark, possibly damaged, central area and a silver-colored outer rim. The overall image is in black and white, with some color highlights.



City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: August 2, 2022

SUBJECT

Franchise Towing Fee Agreements

Recommendation:

- A. Conduct second reading and adopt Ordinance No. 1284 granting to Mr. C's Towing of South Gate, Inc., a franchise towing services agreement; and
- B. Conduct second reading and adopt Ordinance No. 1285 granting Towwerks, LLC. (dba Viertel's Central / Northeast Division), a franchise towing services agreement.

Background:

At the July 19, 2022 Regular City Council meeting, the Vernon City Council introduced and conducted first reading of Ordinance Nos. 1284 and 1285 granting Mr. C's Towing of South Gate, Inc. and Towwerks, LLC. (dba Viertel's Central / Northeast Division) franchise towing services agreements.

The ordinance summaries were posted on the City's website on July 20, 2022, and will be published pursuant to legal requirements. Staff requests the City Council conduct second reading and adopt Ordinance Nos. 1284 and 1285.

Fiscal Impact:

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

Attachments:

- 1. [Ordinance No. 1284](#)
- 2. [Ordinance No. 1285](#)
- 3. [Ordinance 1284 Proof of Publication](#)
- 4. [Ordinance 1285 Proof of Publication](#)

ORDINANCE NO. 1284

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON GRANTING A NON-EXCLUSIVE FRANCHISE TOWING SERVICES AGREEMENT TO MR. C'S TOWING OF SOUTH GATE, INC.

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 City Council of the City of Vernon is authorized by City Charter Chapter 8.9 to grant a franchise in the City of Vernon to any person, firm, corporation, or other entity and to set terms, conditions, restrictions and limitations by ordinance.
- C. On October 2, 2012, the City Council of the City of Vernon adopted Ordinance No. 1198 adding Chapter 10.32 (formerly Chapter 4B) to the Vernon Municipal Code to establish a non-consensual franchise towing fee.
- D. On or about April 14, 2022, the Vernon Police Department issued a Request for Proposals for the City's Franchise Tow Fee Program.
- E. After reviewing the proposals, and after a duly noticed public hearing, it was determined that the proposal submitted by Mr. C's Towing of South Gate, Inc. (Mr. C's Towing) complies with Chapter 10.32 of the Vernon Municipal Code, and that Mr. C's Towing has agreed to comply with all provisions of this Chapter.
- F. The City Council of the City of Vernon desires to grant a non-exclusive police towing franchise to Mr. C's Towing, subject to the terms and conditions set forth in the Franchise Towing Services Agreement (Franchise Agreement). The franchise shall be for a term of three (3) years, if a written Franchise Agreement has been fully executed by the franchisee and all other requirements of the Franchise Agreement and Chapter 10.32 have been met by the franchisee.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

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

SECTION 3. The City Council of the City of Vernon, pursuant to Chapter 10.32 of the Vernon Municipal Code, hereby approves the Franchise Agreement with Mr. C's Towing of South Gate, Inc., in substantially the same form attached hereto as Exhibit A. The grant of franchise is based on the certifications that franchisee shall comply with all provisions of Chapter 10.32 and the Franchise Agreement.

SECTION 4. The City Council of the City of Vernon hereby authorizes the City Administrator to execute said Agreement for, and on behalf of, the City of Vernon and

the City Clerk is hereby authorized to attest thereto.

SECTION 5. The City Council hereby instructs the City Administrator, or his designee, to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Ordinance and the transactions herein approved or authorized, including but not limited to, any non-substantive changes to the Agreement attached herein.

SECTION 6. Any ordinance or parts of an ordinance in conflict with this Ordinance are hereby repealed.

SECTION 7. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 8. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 9. The City Clerk shall certify the adoption and publish this ordinance as required by law.

SECTION 10. This ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this 2nd day of August, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
City Attorney

FRANCHISEE TOWING SERVICES AGREEMENT BETWEEN THE CITY OF
VERNON AND MR. C'S TOWING OF SOUTH GATE, INC.

COVER PAGE

Franchisee:	Mr. C's Towing of South Gate, Inc.
Responsible Principal of Franchisee:	Jerry Brown, General Manager
Notice Information - Franchisee:	Mr. C's Towing of South Gate, Inc. 4421 Mason Street South Gate, CA 90280 Attention: Jerry Brown, General Manager Phone: (323) 249-0575 Facsimile: (323) 249-4998
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Robert Sousa, Chief of Police Telephone: (323) 583-8811 ext. 114 Facsimile: (323) 826-1483
Commencement Date:	Upon the effective date of the City of Vernon ordinance granting franchise to Mr. C's Towing of South Gate, Inc.
Termination Date:	Three (3) years after commencement date inclusive.
Consideration:	Payment is made by Franchisee to City pursuant to Section 3 of this Agreement. Payment is made to Franchisee by City pursuant to Section 5 of this Agreement.
Records Retention Period	Three (3) years, pursuant to Sections 7 and 15.3 herein

FRANCHISEE TOWING SERVICES AGREEMENT BETWEEN THE CITY OF VERNON
AND MR. C'S TOWING OF SOUTH GATE, INC.

This Agreement is made and entered into by and between the City of Vernon (City), a California charter City and California municipal corporation, and Mr. C's Towing of South Gate, Inc. (Franchisee), a California corporation with its principal place of business at 4421 Mason Street, South Gate, CA 90280 (Parties) to provide towing services to the City.

The Parties agree as follows:

RECITALS

WHEREAS, Franchisee shall provide police towing services to the City of Vernon as set forth in the City's Request for Proposal issued on or about April 14, 2022, and titled Request for Proposals Franchise Tow Fee Program, and Franchisee's proposal to the City (Proposal) dated May 5, 2022, Exhibit A, a copy which is attached to and incorporated into this Agreement by reference.

WHEREAS, pursuant to Chapter 10.32 of the Vernon Municipal Code, Franchisee has applied for a Police Towing Franchise (Franchise); and

WHEREAS, the City Council has held a public hearing for the purpose of hearing persons in favor of or in opposition to the granting of such Franchise; and

WHEREAS, the City Council has determined that Franchisee has demonstrated compliance with Chapter 10.32 of the Vernon Municipal Code and has agreed to comply with all provisions of that Chapter; and

WHEREAS, it is required that City and Franchisee enter into a Franchise Towing Services Agreement (Agreement) for Police Towing services in the City of Vernon; and

WHEREAS, additional conditions have been imposed upon this grant of Franchise.

NOW, THEREFORE, the Parties do hereby agree as follows:

Section 1. GRANT OF FRANCHISE.

City grants to Franchisee a Police Towing Franchise authorizing Franchisee to engage in the business of Police Towing as set forth in Chapter 10.32 of the Vernon Municipal Code in the City of Vernon and to use the public streets and rights of way for such purpose. This grant is pursuant to the City's Request for Proposal and to Franchisee's proposal for the Franchise. Franchisee is subject to Chapter 8.9 of the Charter of the City of Vernon, the terms and conditions specified in Chapter 10.32 *et seq.*, of the Vernon Municipal Code, the terms and conditions specified in all related resolutions, the terms and conditions of this Agreement, and the representations and assurances in Franchisee's application for the Franchise.

Section 2. TERM OF FRANCHISE.

The term of this Franchise granted to Franchisee shall be for three (3) years, commencing upon the effective date of the City of Vernon ordinance granting the Franchise (the Effective Date) through the date that is three (3) years from the Effective Date, inclusive.

Section 3. FRANCHISE FEES.

3.1 During the term of the Franchise, Franchisee shall pay a franchise fee to City in an amount equal to 5% of Franchisee's gross annual receipts arising from the use, operation or possession of the Franchise, which fees shall be assessed from the date on which the ordinance granting this Franchise became effective and in accordance with Section 10.32.080 of the Vernon Municipal Code and any Resolution adopted by the City Council and in such other amounts as are set forth in any subsequent resolutions that may be adopted by the City Council at any time during the term of the Agreement.

3.2 The Franchisee shall file with the City Clerk of the City, within three (3) months after the expiration of the calendar year, or fractional calendar year, following the date of the granting of this franchise, and within three (3) months after the expiration of each calendar year thereafter, a verified statement showing in detail the total gross receipts for the Franchisee derived during the preceding calendar year, or such fractional calendar year, from the provision of official police towing services within the limits of the City. The Franchisee shall pay to the City within fifteen (15) days after the time for filing said statement, in lawful money of the United States, the aforesaid percentage of its gross receipt for the calendar year, or fractional calendar year, covered by said statement. Any neglect, omission or refusal by Franchisee to file said verified statement, or to pay said percentage at the times or in the manner hereinbefore provided, shall constitute grounds for the declaration of forfeiture of this Franchise and of all rights of Franchisee hereunder pursuant to the procedures set forth in Sections 11 and 12 herein. However, Franchisee has the ability to cure. Further, the City is responsible for insuring that Franchisee has the appropriate financial institution information for electronic transfer of the franchise fee in a timely manner. Any delays caused by incorrect financial institution information shall not constitute grounds for the declaration of a forfeiture of this Franchise.

3.3 Franchisee shall timely pay all required franchise fees to:

City of Vernon
Attention: Finance Director
4305 Santa Fe Avenue
Vernon, CA 90058

Each payment shall be accompanied by a written statement, verified by the Franchisee or a duly authorized representative of the Franchise, showing in such form and detail as the Finance Director of the City of Vernon may prescribe, the calculation of the franchise fee payable by the Franchisee and such other information as the Finance Director may require as material to a determination of the amount due.

3.4 The first payment of the franchise fee will be due on October 15, 2022, and payments shall be due monthly thereafter on the 15th day of each month.

3.5 When Franchisee remits franchise fees to the City, such franchise fees shall be deemed timely paid only if delivered or postmarked on or before the due date. If fees are not timely paid, Franchisee shall be subject to suspension or termination of the Franchise pursuant to Section 14 of this Agreement and/or to any other penalties which may be established and assessed by the City, including, but without limitation, late fees assessed at the rate of five percent (5%).

Section 4. TOWING SERVICES.

4.1 Franchisee shall provide Police Towing services, as set forth in the City's Request for Proposals, and which includes, but without limitation, strictly adhering to the eligibility requirements, operating regulations, fees schedules, standards for tow truck equipment, standard rules of operation, response time, inspection, information regarding new or terminated tow truck drivers, tow driver training, and as set forth in Exhibit A which is Franchisee's response to the City's Request for Proposals. All services by Franchisee shall comply with all provisions of federal, state and local law and regulation, including, but without limitation Chapter 10.32 of the Vernon Municipal Code.

4.2 Franchisee understands and agrees that, although the City is granting it a franchise as a police towing service, the City may requisition towing services from other service providers as set forth in Section 10.32.120 of the Vernon Municipal Code, or if Franchisee is otherwise unavailable for any reason, in the reasonable discretion of the Vernon Chief of Police and including, but without limitation, suspension or termination of the Franchisee.

Section 5. RATES, CHARGES AND PAYMENT.

5.1 The rates and charges for towing and storage in connection with this Franchise shall be established by the City Council. The prevailing rates prescribed by the Southern Division of the California Highway Patrol, the Los Angeles Police Department, and the Los Angeles County Sheriff will be considered when establishing these rates. The rate per impound shall be \$175.00 and the storage charge shall be \$52.00 per day, until otherwise modified by the City Council. A sign showing the approved rates and charges shall be conspicuously posted in the Franchisee's tow office and shall be posted in a conspicuous place in the interior of each tow truck operated by Franchisee. Franchisee shall provide vehicle owners the option of payment by MasterCard and Visa. Franchisee must provide for after-hours releases of vehicles, and may collect an after-hour release fee. Any after-hours release fee shall not exceed one half (½) of the impound fee.

Section 6. REPORTS.

Franchisee shall file a monthly towing report with the Chief of Police along with payment of its monthly franchise fees. The report shall be submitted to:

Chief of Police
Vernon Police Department
4305 Santa Fe Avenue
Vernon, CA 90058

The report shall include the information required by Section 10.32.100(H) of the Vernon Municipal Code for Franchisee and its subcontractors, certified as true and correct under penalty of perjury by a responsible owner or official of the Franchisee.

Section 7. FRANCHISEE'S RECORDS.

7.1 The Franchisee shall maintain accurate and complete books and accounts of all revenues and income arising out of its operations under the Franchise and in a manner, which conforms with generally accepted accounting principles. Franchisee's books, accounts and records, arising out of or related to its operation under the Franchise, shall at all times be open to inspection, examination and audit by authorized officers, employees and agents of the City. Such records shall be kept at franchisee's place of business shown in this Agreement for receipt of notices.

7.2 Franchisee shall require its subcontractors, if any, who perform Police Towing services in connection with the Franchise to keep and maintain books of account and other records showing all business transactions conducted by such subcontractors in connection with the Franchise. Franchisee agrees to use its best efforts to avoid duplication of reporting between Franchisee and its subcontractors.

Section 8. TOW VEHICLE AND DRIVER, REPORTING, COMPLIANCE, AND IDENTIFICATION.

8.1 Franchisee shall maintain on file with the City, a complete and accurate listing of every vehicle operated by Franchisee for police towing services. Franchisee shall certify, in a form acceptable to City, that every such vehicle conforms with regional and State vehicle emission standards ("emission standards"), and shall provide documentation of compliance on written request of the City. Franchisee understands and agrees that failure to conform with emission standards may result in suspension, termination or non-renewal of a Franchise.

8.2 Every vehicle operated by Franchisee and for Police Towing services in the City shall bear the following identification: Franchisee's trade name, monogram or insignia, the Franchise vehicle number, together with Franchisee's telephone number painted upon both sides of the vehicle. All lettering mentioned in this paragraph shall be not less than 2-1/4" in height and not less than 5/6" stroke. The Franchisee agrees to remove the Franchise vehicle number and all other information within 30 calendar days after the Franchise is terminated or the vehicle is sold, transferred or taken out of service.

8.3 Franchisee shall file with the Vernon Police Department, the name, address, date of birth, driver's license number, and all identification required of any tow unit driver working for Franchisee, whether as an employee or as a contractor, which information shall be filed not later than ten (10) business days following the effective date of employment or engagement. Franchisee shall also notify the Vernon Police Department within ten (10) business days of the following occurrences: the license suspension of any tow unit driver, and the end of employment, or engagement, of any tow unit driver with Franchisee.

Section 9. INDEMNIFICATION OF CITY.

9.1 Franchisee shall indemnify and hold the City harmless from and against any and all loss, damages, liability, claims, suits, costs and expenses, fines, charges or penalties whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner related to the services provided or business conducted under Chapter 10.32 of the Vernon Municipal Code or otherwise pursuant to this Agreement.

9.2 Franchisee shall indemnify the City, defend with counsel approved by the City, protect and hold harmless the City, its officers, employees, agents, assigns, and any successor or successors to the City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damage, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines and charges, penalties and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the City or its officers, employees, agents or the Franchisee arising from or attributable to any repair, remediation, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, or closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous waste at any place where the Franchisee stores or dispose of solid or hazardous waste. The foregoing indemnity is intended to operate as an Agreement pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code Section 9607, and California Health and Safety Code Section 25364, and any successor provisions, to insure, protect, hold harmless, and indemnify the City from liability.

Section 10. INSURANCE.

Franchisee 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 \$2,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

(1) MCS 90 Endorsement must be attached to the auto liability policy.
- ii. Garage Keeper Legal Liability insurance with coverage limits of no less than \$1,000,000 for damage to a vehicle towed, impounded or otherwise stored by Franchisee.
- iii. On-Hook Liability insurance with coverage limits of no less than \$1,000,000 for damage to any vehicle towed by Franchisee or otherwise connected to any of Franchisee's tow trucks.
- iv. Franchisee 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.

- v. General Liability with minimum limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage is required. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds as respects liability arising out of the Franchisee's performance of this Agreement.
 - (1) If Franchisee employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Franchisee 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) Franchisee 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.
- vi. Franchisee shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Franchisee 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.

- vii. Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice to City.
- viii. Insurance shall be placed with insurers with a Best's rating of no less than A-VIII.
- ix. Prior to commencement of performance, Franchisee shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.
- x. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Franchisee 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 Franchisee by way of set-off or recoupment from sums due to Franchisee, 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 Franchisee, by way of set-off or recoupment from any sums due to Franchisee.

Section 11. TERMINATION AND SUSPENSION.

The City may terminate this Agreement, without cause, by giving the Franchisee thirty (30) days written notice of such termination and the effective date thereof. The City may terminate this Agreement, with cause, by giving the Franchisee (10) days written notice of such termination and the effective date thereof. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this agreement. Upon notice of cancellation or suspension, the contract holder shall be given five (5) days' notice to appear before the Chief of Police or designee to show why the contract should not be revoked, in accordance with Vernon Municipal Code Chapter 10.32.130. The Franchisee may not cancel this Agreement without prior written consent from the Vernon Chief of Police.

Section 12. TEMPORARY SUSPENSION.

In addition to termination or suspension as set forth in Section 11, above, the Chief of Police may temporarily suspend any Franchisee without a hearing, whenever the continued operation by the Franchisee would constitute a danger to public health, safety, welfare or public morals, including, without limitation, where there is a failure to maintain the minimum levels and standards of liability insurance or claims reserve or failure to keep in full force and effect any applicable licenses or permits required by federal, state, local law, or regulation. The notice of temporary suspension may be personally delivered to the party named and to the address given on the application pursuant to which such Franchise was issued and to the notice address stated herein, if different, or, mailed by registered or certified mail to the party named at the

address given on the application pursuant to which such Franchise was issued and to the notice address stated herein, if different. Notwithstanding other notice provisions of this Agreement, the temporary suspension is effective upon the earlier of either receipt or the expiration of 3 days from the date of mailing. The notice of temporary suspension shall include a notice of the date and time for termination hearing and all other information required by the Vernon Municipal Code. The temporary suspension shall remain effective until the decision on suspension or termination is made unless the suspension is lifted by written notice of the Chief of Police.

Section 13. ACCEPTANCE, WAIVER.

Franchisee agrees to be bound by and comply with all the requirements of Chapter 10.32 and this Agreement. By entering into this Agreement, Franchisee waives, to the maximum extent permitted by law, Franchisee's right to challenge the terms of this Agreement and of Chapter 10.32 under federal, state or local law, or under administrative regulation, as such laws and regulations exist as of the date of signing of this Agreement.

Section 14. GENERAL TERMS AND CONDITIONS.

14.1 INDEPENDENT STATUS. It is understood that in the performance under this Agreement, Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of City and shall furnish services in its own manner and method. Further, Franchisee has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Franchisee in its business operations. Franchisee shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

14.2 FRANCHISE NOT AGENT. Franchisee 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.

14.3 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.

14.4 NO ASSIGNMENT. The Franchisee shall not assign or transfer any interest in this Agreement without the express prior written consent and approval of City Council.

14.5 COMPLIANCE WITH LAWS. Franchisee shall comply with all Federal, State, County and City laws, ordinances, resolutions, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof.

14.6 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.

14.7 INTERPRETATION.

14.7.1 Applicable Law. This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed and construed according to the laws of the State of California.

14.7.2 Entire Agreement. This Agreement, including any Exhibits attached hereto and any documents explicitly referenced herein, 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).

14.7.3 Written Amendment. This Agreement may only be changed by written amendment signed by Franchisee 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.

14.7.4 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.

14.7.5 Choice of Forum. The parties hereby agree that this Agreement is to be enforced in accordance with the laws of the State of California, is entered into and is to be performed in the City of Vernon and that all claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

14.7.6 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 order of precedence is as follows: Charter the City of Vernon, the Vernon Municipal Code, the ordinance granting this Franchise, resolutions of the City of Vernon, this Agreement, the City's Request for Proposals for Official Police Towing Services, and Franchisee's Response to the City's Request for Proposals for Official Police Towing Services.

14.8 AUTHORITY OF FRANCHISEE. The Franchisee hereby represents and warrants to the City that the Franchisee 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.

Section 15. ADDITIONAL ASSURANCES.

15.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

Franchisee certifies and represents that, during the performance of this Agreement, Franchisee and any other parties with whom it may subcontract 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, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Franchisee further certifies that

it will not maintain any segregated facilities. Franchisee further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit B.

15.2 BUSINESS LICENSES. Franchisee shall obtain, and pay any and all costs associated therewith, any Vernon Business License, which may be required by the Vernon Municipal Code and all permits, and licenses applicable to Franchisee's operations under this Franchise, which are required of Franchisee by any governmental agency.

15.3 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 Franchisee'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 Franchisee is properly entitled under the Agreement or for other purposes relating to the Agreement.

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

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

15.4 CONFLICT. Franchisee hereby represents warrants and certifies that no member, officer or employee of the Franchisee 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.

Section 16. PREVAILING WAGES

The provisions of California Labor Code 1770, et seq., regarding the payment of prevailing wages on public works, and related regulations, apply to all City contracts. In addition, the selected tow service companies 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 (with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)). This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

Section 17. NOTICES.

Except as otherwise provided in this Agreement, all notices required by this Agreement or by Chapter 10.32 of the Vernon Municipal Code shall be given by personal service or by deposit in the United States mail, postage pre-paid and return receipt requested, addressed to the parties as follows:

To City: Chief of Police
Vernon Police Department
4305 Santa Fe Avenue
Vernon, CA 90058

Copies to: Director of Finance
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Franchisee: Mr. C's Towing of South Gate, Inc.
Attention: Jerry Brown, General Manager
4421 Mason Street
South Gate, CA 90280

Notice shall be deemed effective on the date personally served or, if mailed, three days the date deposited in the mail.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

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

Mr. C's Towing of South Gate, Inc., a
California corporation

DATED: _____

DATED: _____

Carlos Fandino, City Administrator

By: _____

Name: Kurtis McElroy

Title: President

ATTEST:

By: _____

Name: Jerry Brown

Title: General Manager

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

EXHIBIT A
FRANCHISEE'S PROPOSAL

City of Vernon

Response to Request for Proposal

Franchise Tow Fee Program



Submitted by:
Mr. C's Towing of South Gate
4421 Mason St, South Gate, CA 90280
Phone: (323) 249-0575

Mr. C's Towing of South Gate, Inc.

4421 Mason Street
South Gate, CA 90280
(323) 249-0575

May 5, 2022

City of Vernon
Attention: Lieutenant Nicholas Perez
4305 Santa Fe Avenue
Vernon, CA 90058

To The Evaluation Committee for the City of Vernon:

Mr. C's Towing of South Gate, Inc. (hereinafter "Mr. C's") is pleased to submit the following Proposal and relevant attachments in response to the City of Vernon (hereinafter "the City") Request For Proposals for the Franchise Tow Fee Program (RFP) which shall remain valid for a period of not less than ninety (90) days from the date of submittal.

This cover letter is intended to provide a general overview of all relevant issues identified in the RFP, with details and elaboration in the Proposal and attachments which follow.

Mr. C's Towing of South Gate, located in South Gate, was incorporated in California in 2002, also under the direction of Kurtis McElroy, and for more than 15 years, has operated from 4421 Mason St., South Gate, CA. For the past 6 years, Mr. C's has operated from an additional location in Huntington Park, which will serve as the 'Primary Lot' for the City towing services. Mr. C's services, by contract, a number of Southeast Cities and has services the City of Vernon since 2018.

Kurtis McElroy is President of the corporation, and has been in the towing industry for decades, and Jerry Brown, retired after more than 30 years in law enforcement, serves as the General Manager of Mr. C's Towing of South Gate. Jerry Brown is the designated contact person during the proposal evaluation process, at the above office number or his cell phone [REDACTED]

Mr. C's meets the City's minimum requirements as specified in the RFP. It is fully capable of conducting an official police towing service which complies with all of the requirements of the RFP and Vernon Municipal Code Chapter 10.32, including swift, professional service in the removal of any vehicles as directed by the Vernon Police Dept., from any City street, and by submission of this Proposal, agrees to accept all tow requests by the City, including tows of abandoned or dismantled vehicles and/or tows requiring special equipment as well as accident or roadway clean up.

Mr. C's has all required business licenses, permits, and insurance for the type of services performed, and as specified in Vernon Municipal Code Chapter 10.32, Sec 10.32.070 and Sec. 10 of the Franchisee Towing Services Contract.

The Primary Lot is less than ¼ mile (as the crow flies) from the Vernon City Hall and consists of approximately 3 acres, capable of holding at least 780 vehicles, with an inside warehouse, within which is an enclosed locked evidence cage for vehicles retained as evidence and those impounded for CVC §22655.5. The Primary Lot is fully fenced and secured, accessible by a solid metal electric gate for security. It is equipped with LED exterior lighting as well as digital video monitoring/recording equipment for additional security.

Mr. C's has a 9,000-pound capacity forklift on site to assist in moving vehicles around the warehouse and storage yard without requiring the use of a tow vehicle. The forklift is equipped with a bear claw attachment that allows it to be used as a tow vehicle, contacting only the tires of the vehicle being moved. There is also a stationary vehicle lift in the warehouse to assist with inspections and investigations.

Mr. C's has more than 20 vehicles available, of which fifteen are newer tow trucks (2015 and newer), with varying features, all with a rating of one ton or greater and includes a Class D Heavy Duty Truck. All of Mr. C's vehicles are equipped, operated and maintained in accordance with the provisions of California *Vehicle Code* §§24605, 25253, 25300, 27700 and 27907 and are inspected, each year, along with our facility, by CHP and contracted cities.

Lien sales, including related paperwork and filings, are handled by Clear Choice, a licensed lien sale company.

The business office, with dispatcher, is open 7 days per week. Our dispatcher is on duty 24 hours a day and vehicles are available for release from storage, day or night.

A large sign, posted in a clearly visible location at the Huntington Park and South Gate offices, lists all fees associated with our business. Our proposed *not to exceed rates* are as follows:

- | | |
|---------------|--|
| • Towing fee | \$175.00 (passenger vehicles and trucks) |
| • Storage fee | \$55.00 per day |
| • Service fee | ½ of the above towing fee |

Service fees, referenced above, include, but are not limited to, the following: dollying, winching, clean up, after hour release fee, lock service and/or fuel service.

As we have done for other public entities with whom we have been awarded contracts, we will submit timely report and payment of franchise fees, based upon the towing and related services performed at the request of the City, at the rate and time as directed by the City, together with supporting reports/paperwork.

Our drivers, the majority of whom are bilingual, are carefully screened to ensure the quality of personnel necessary to interact with clients and members of the public. They are highly qualified in towing and recovery and, once hired, obtain either WreckMaster, CTTA or AAA training/certification, if they do not already have one or the other. A monthly update of company policies is conducted to ensure safety and consistency in the field. Drivers are required to submit to random drug testing, their driving record is checked on a regular basis, and have a criminal history check performed. Mr. C's is enrolled in the DMV Pull Notice Program. The drivers' compensation complies with the Living Wage Ordinance.

We consider our Company a highly qualified tow service company, with nearly three decades of collective experience, capable of furnishing impound, towing and storage services, with the necessary trained personnel, and equipment, within the required specifications and response times the City is now seeking by this RFP for the Franchise Tow Fee Program. In addition to providing the scope of work contemplated by the Franchise Tow Fee Program, and equally important, Mr. C's has been involved in community service charitable functions and events, such as Community Volunteer Programs, Police Explorer Programs, Police Widows and Orphans Fund and Community Improvement efforts to strengthen its community involvement with other local governments, and would anticipate similar involvement with the City of Vernon if awarded the contract. Mr. C's has been operating for more than a decade with a record of outstanding, problem free service to other local cities and police departments in the Los Angeles County and looks forward to being able to continue to do so for the City of Vernon.

We sincerely appreciate your review of our Proposal and thank you in advance for your consideration.

Mr. C's Towing Of South Gate, Inc.


By: 
Kurtis McElroy, President

TABLE OF CONTENTS

Cover Letter		1-3
Response To RFP and Qualifications		1-8
▪ <u>Introduction</u>		1
▪ <u>General Scope of Work</u>		1
▪ <u>Work Plan</u>		1
Facilities	2	
Staffing	3	
Conduct	4	
Trucks and Equipment	4	
▪ <u>Fees and Costs</u>		6
▪ <u>Ability of the Proposer to Perform (Qualifications)</u>		6
Permits/Licenses	7	
Insurance	7	
References	7	
Affidavit of Non-Collusion	7	
Closing Statement	8	

ATTACHMENT 1 – FACILITIES PHOTOS

ATTACHMENT 2 – INSURANCE CERTIFICATE

ATTACHMENT 3 – AFFIDAVIT OF NON-COLLUSION

RESPONSE TO RFP AND QUALIFICATIONS

Introduction

Mr. C's Towing of South Gate, Inc. (hereinafter "Mr. C's") is a California corporation, incorporated in 2002. Kurtis McElroy is President and the principal place of business is located at 4421 Mason St., South Gate, CA 90280; telephone (323) 249-0575. The **'Primary Lot'** for purposes of this RFP for towing/storage services is located at **6105 Maywood Ave., Huntington Park, CA 90255**, less than ¼ mile (as the crow flies) from the City, where Mr. C's has conducted towing services for more than 6 years.

Mr. C's understands the City seeks a highly qualified tow service company to assist in impound, towing, and storage services under the terms specified in the Proposal as well as in Chapter 10.32 of the Vernon Municipal Code (the basic regulation for the operation of 'official police tow services [OPTS]'). By this Proposal, Mr. C's represents it is a well-qualified bidder to perform the work requested by the City, and has successfully done so since 2018, having the facilities, personnel and equipment, together with its significant history of successful municipality contract towing experience over decades necessary for the specified work.

General Scope of Work

The scope of work Mr. C's agrees to perform, as a highly qualified tow service company, includes furnishing impound, towing and storage services to the Vernon Police Dept. and the City as directed by the Vernon Police Dept. Additionally, the scope of work, as described in the RFP (as to personnel, response time, dispatcher availability and relay of requests, trucks/equipment, personnel information (*within 10 business days of selection/hiring*)/changes in employment status/driver's license status, DMV Pull Program, lien sales, and in Chapter 10.32 of the Vernon Municipal Code, will be executed through the Work Plan described below, by ensuring a facility with sufficient storage for vehicles, with trained and experienced personnel, both in the field and in the office, appropriate/necessary equipment, fully equipped and operational, available, all within the time perimeters called for by the RFP.

Work Plan

Mr. C's intends to provide swift, professional service in the removal of any vehicle, as directed by the City, from any City street. It has sufficient equipment and personnel to do so. It will provide impound, towing and storage services to the City as directed by the City. Mr. C's is committed to give priority to City calls when requested and to maintain sufficient personnel and equipment to perform such services, with a response time averaging 10-15 minutes or less. This is consistent with Mr. C's commitment to other cities with whom it has a contract as part of its 'business custom and practice'. If Mr. C's is unable to meet the average response called for in the RFP (for a 30-day period) of 20 minutes, Mr. C's understands a maximum 'not to exceed single request' for tow service would be no more than 30 minutes, (as provided in the RFP and in Sec. 10.32.110 of Chapter 10.32 of the Vernon Municipal Code). Should a tow unit be unable to respond immediately, the City will be promptly notified and provided with an estimated time of arrival.

Mr. C's is fully capable and qualified to meet all such requirements and scope of services, including tows and storage of abandoned or dismantled vehicles and/or tows requiring special equipment, as well as responding to the scene of a traffic accident at the request of the City, to remove all glass, liquids and other debris deposited on the roadway. The service not only includes a response to calls in the field but participating in DUI check points or other special events as requested by the City.

Mr. C's shall provide, at no cost to the City, routine roadside service including, but not limited to, towing service, changing flat tires, and battery jump starts to all vehicles owned by the City up to and including one (1) ton rated vehicles, made at the request of the City/City designee, whenever such vehicles require such service within the City or within five (5) road miles of the corporate limits of the City.

Facilities

The Primary Lot is approximately 3 acres, capable of holding at least 780 vehicles, including in excess of 30 days. An enclosed locked evidence cage, capable of holding approximately 10-13 vehicles, is located within an enclosed warehouse on the premises. An additional holding space, if needed, is available within the warehouse and will hold at least 20 cars/trucks.

The Primary Lot is fully fenced and secured, accessible by a solid metal electric gate for security. The property is equipped with LED exterior lighting, as well as digital video monitoring/recording equipment, with a recording capacity up to 30-45 days, for additional security. Further, the facility is physically 'manned' 24/7/365 so that any unauthorized entry or attempt to enter the premises can be immediately detected.

Vehicles towed by Mr. C's remain in the same condition as received. Vehicles towed and placed in the evidence cage remain in the same condition as received, deferring to police personnel to catalogue or otherwise secure personal property in the vehicle, for validation and chain of custody issues, unless otherwise instructed and supervised by law enforcement.

The office, located on the premises, is open during business hours (0700 to 1800 hours, Monday – Friday) and vehicles are available for release from impound and storage 24 hours a day, 7 days a week. Alternate hours, as directed by the City, will also be available by Mr. C's, to accommodate special City events.

A designated office area within the on-premise office is provided exclusively for use by law enforcement personnel, with access to a phone, facsimile/copier/computer and all necessary office supplies.

See photos as Attachment 1.

Staffing

Mr. C's has no 'blemish' of criminal or other illegal conduct or business practices, including no convictions of same, nor unethical or predatory business practices. Mr. C's has not been terminated from a towing service contract similar to the one which is the subject of this RFP. The character and integrity of Mr. C's is of paramount importance to Mr. C's. It is a member of the Better Business Bureau and holds an A rating. Mr. C's certifies that it takes all steps to satisfy or otherwise meet equal employment opportunity requirements and does not and has never engaged in the discrimination against any employee or applicant for employment because of race, color, ancestry, national origin, religion, sex, handicap or age.

General Manager, Jerry Brown, a retired law enforcement officer, retiring in 2002 in the rank of Lieutenant after more than 30 years of service, strives to maintain good relationships with all contracting agencies and good customer service. He has an intimate understanding of the needs and operations of a police department relative to services required from a tow service, as well as knowledge of relevant provisions of the California *Vehicle Code*. He is very community minded and participates with the South Gate Rotary Club, has held various leadership roles in Rotary District 5280, and is a Board member of the local Chamber of Commerce. He leads the Company in involvement in many City and Police Department activities for many of the cities in the surrounding Southeast area. The good relationships and customer service are further carried out by the Dispatcher and Office Manager, both of whom are regularly involved with release of vehicles and contact with members of the public, as well as the drivers and their supervisors, who are respectful of law enforcement and try to maintain good customer service.

The **Driver Manager** started his towing career almost 42 years ago as a driver. He is familiar with all aspects of the towing industry and is a Certified WreckMaster trainer. He has been with Mr. C's since incorporation in 2002. The **Driver Supervisor** has been in the towing industry for more than 15 years as a driver. He is familiar with all aspects of the towing industry and applicable laws and procedures. He has a WreckMaster's Certificate and has been employed by Mr. C's about 9 years.

A **Dispatch Operator** is on duty 24 hours a day, 365 days a year, providing the ability to maintain a telephonic point of contact for receiving City requests for services and to receive calls from the public 24 hours per day. The dispatching system is geared for prompt dispatching of calls, with corresponding prompt response, estimated at 10-15 minutes, based on the proximity of Mr. C's to the City, and analysis of other surrounding Cities of similar distance with whom Mr. C's has a towing contract. All tow trucks and base station are equipped with two-way radios, which provide the ability to maintain 24 hour per day communication contact with tow vehicles. All calls are recorded on carbon-copied call back book, by date and number, for a permanent record. The record includes the type of call, date, time, and location, and year, make and model of the vehicle. All such records are maintained in accordance with the business retention practice of at least three years.

Drivers employed by Mr. C's, all of whom are bilingual (English/Spanish) are carefully screened to ensure the quality of personnel necessary to interact with clients and members of the public. Mr. C's currently employs a total of 15 drivers and schedules drivers to meet the requirements of the RFP. They are highly qualified in towing and recovery and, once hired, obtain either WreckMaster, CTTA or AAA training/certification, if they do not already have one or the other at time of hiring.

Drivers have their driving record checked on a regular basis. Mr. C's participates in a DMV Pull Notice Program, enabling Mr. C's to be informed of any change to driver's driving status or record. The drivers are required to submit to random drug testing and, upon hiring, a criminal history check is performed.

Each driver wears a Mr. C's uniform, complete with nametag that is clearly visible. They are required to be neat and clean, with hair, mustaches and beards neatly trimmed/groomed. Each driver carries a change of uniform to ensure proper appearance and cleanliness.

Training involves a monthly update of company policies to ensure safety and consistency in the field. Statutes and changes in the law pertaining to towing are included in the monthly training, or more often, as circumstances dictate.

Upon selection of the towing contract, Mr. C's shall file with the Vernon Police Department, **for the exclusive use of the City, not available for public disclosure for privacy reasons**, the identifying information (name, address, date of birth, driver's license number), and any other information required, of any tow unit driver, and any subsequent driver, not later than ten (10) business days following the effective date of hiring. Mr. C's will further notify the Vernon Police Department of any tow truck driver fulfilling services to the City no longer in its employ, no later than ten (10) business days following the last date of employment.

Conduct

Consistent with its "A" Better Business Bureau rating, professionalism, ethical, lawful and competent actions are part of Mr. C's business practices by all persons employed by the Company. Consistent with its standard policies and procedures, all complaints made are investigated promptly with action, if, and as, appropriate, taken.

Trucks and Equipment

All tow vehicles and equipment of Mr. C's comply with all State and Federal requirements, where applicable, including marking of tow vehicles per the California *Vehicle Code*. Vehicles available to perform tow services to the City as provided in the RFP and Sec. 10.32.090 of Chapter 10.32 of the Vernon Municipal Code are capable of providing the following services: recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least 4 tons, wheel lift towing, roll back/flatbed towing, towing in parking garages, towing from off-road areas, towing of large and oversized vehicles and towing of motorcycles without causing additional damage.

Mr. C's is aware of the requirement of at least 3 fully equipped and operational tow trucks be available for service to the City and are equipped for unlocking locked vehicles when requested to do so by Police employees (Sec. 10.32.090(D)).

The tow vehicles and equipment include the following:

UNIT #	YEAR	MAKE/MODEL	VIN	GVWR	TYPE
1	2014	FORD F-550		19,500	WL-C
2	2019	FORD F-450		19,500	WL-C
3	2001	GMC HD 3500		15,000	WL
4	2021	FORD F-550		19,500	WL-C
5	2014	HINO 258ALP		25,500	FB 2-CAR
6	2017	HINO 258ALP		25,500	FB 2-CAR
7	2019	CHEVY 5500HD		19,500	WL-C
8	2017	HINO 258ALP		25,500	MED
9	2017	FORD F-450		19,500	WL-C
11	2018	FORD F-550		18,000	WL-C
12	2017	FORD F-450		16,500	WL
14	2016	FREIGHT CASA		42,000	B RIG
15	2018	PETERBILT 389		65,000	B RIG
900	2016	FORD F-450		19,500	WL-C
901	2015	FORD F-450		19,500	WL-C
902	2020	FORD F-450		19,500	WL-C
903	2018	FORD F-450		19,500	WL-C
904	2020	HINO 258		25,500	FB 2-CAR
905	2020	HINO 258		25,500	FB 2-CAR
102	2019	CHEVY 6500		19,500	WL-C
108	2018	HINO 258		25,500	FB 2-CAR
114	2017	HINO 258		25,500	FB 2-CAR

LEGEND:

WL-C: Wheel Lift – Combo (w/boom) **FB:** Flatbed
WL: Wheel Lift **FB 2-CAR:** Flatbed 2-car carrier
B RIG: Heavy Duty Big Rig **Med:** Medium Duty

Mr. C's also has a vehicle lift (9000 lbs) and 3 forklifts.

All vehicles are on a preventative maintenance schedule, strictly followed, to ensure reliability and performance. All tow vehicles are inspected annually by the CHP. Additionally, all tow vehicles are inspected daily by the driver, who is assigned to his or her own vehicle. All of the vehicles are equipped with cleaning supplies and each driver takes pride in keeping his or her truck spotless.

Fees and Costs

Our proposed rates are comparable to the rate Mr. C's offers to other governmental entities for similar work and **not to exceed** as follows:

Towing fee	\$175.00 (passenger vehicle and truck)
Storage fee	\$55.00 per day

Fees and Costs

Our proposed rates are comparable to the rate Mr. C's offers to other governmental entities for similar work and **not to exceed** as follows:

Towing fee	\$175.00 (passenger vehicle and truck)
Storage fee	\$55.00 per day
Service fee	½ of the above towing fee

Service fees, referenced above, include, but are not limited to, the following: dollying, winching, clean up, after hour release fee, lock service and/or fuel service.

A large sign, posted in a clearly visible location at the office, lists all fees associated with our business. Mr. C's accepts cash, credit and debit cards for payment of fees for the release of vehicles upon presentation of proper identification.

For those vehicles towed/impounded and brought to Mr. C's yard, a licensed lien sale company, Clear Choice, complies with all California statutory requirements and sends written notice to the registered and legal owner(s) of the vehicle's location and location phone number, with release and other relevant information, within three (3) days of the vehicle being impounded. All lien related paperwork and filings are handled by Clear Choice. Lien sales are held every Wednesday. If circumstances permit, the vehicle's location and phone number of where the vehicle will be taken for impound is provided at the time of impound by the Impounding Officer.

Mr. C's will submit timely payment of franchise fees, calculated based upon the towing and related services performed at the request of the City, at the rate and time directed by the City, together with supporting report in a spreadsheet format as specified in the proposed Contract included in the RFP (and as referenced in Sec. 10.32.090). The report is prepared from the invoices and logbook information prepared concurrent with the call for service and maintained by Mr. C's in accordance with its retention practice for a minimum of three years. Books and records are made available by Mr. C's for inspection by the City. Franchise fees will be timely paid by, on or before the date designated by the City.

Ability of the Proposer to Perform (Qualifications)

In addition to the facility, personnel, truck and equipment, described above as the means and methods by which Mr. C's will execute a work plan for the scope of work contemplated by the RFP, all of which support Mr. C's ability to meet and/or exceed in its performance of the requirements of the RFP, Mr. C's submits the following additional information.

Permits/Licenses

Mr. C's maintains the following permits/licenses, all of which are current and in good standing:

State of CA Motor Carrier (0494530)	City of South Gate Business License
City of Bell Business License	City of Carson Business License
City of Compton Business License	City of Cudahy Business License
City of Downey Business License	City of Gardena Business License
City of Hawthorne Business License	City of Lynwood Business License
City of Los Angeles Business License	City of Pico Rivera Business License
City of Vernon Business License	

Insurance

Mr. C's maintains the following insurance policies (see Attachment 2) with the following limits

- | | |
|---------------------------------|-----------------------------------|
| ➤ Commercial General Liability | \$1 million/\$3 million aggregate |
| ➤ On-Hook Liability | \$100,000 |
| ➤ Business Automobile Liability | \$1 million |
| ➤ Garagekeepers Liability | \$500,000 |
| ➤ Workers' Compensation | ICW Statutory Limits |

If awarded the contract for services, the City will be identified as an Additional Named Insured with respect to General Liability as described in Section 10 of the Contract.

References

Mr. C's has been operating since 1986, with a record of outstanding, problem free service to other local cities and police departments in Los Angeles and Orange counties. Services provided include response to calls in the field and participating in DUI check points.

Mr. C's list of clients has grown over the years because of the attention to detail and to the needs and requirements of law enforcement agencies and includes the following for all locations:

AGENCY	LOCATION	SERVING SINCE
City of Bell Police Dept 323-585-1245	Bell Chief Carlos Isla	2014 - Present
City of Bell Gardens 562-806-7600	Bell Gardens Lt. Aguirre	10/2018 – Present
California Highway Patrol 714-892-4426	Westminster Patrick Goddard	1987 – Present
CHP (Evidence Contract) 714-892-4426	Westminster Patrick Goddard	1995 – Present
California Highway Patrol 323-980-4600	East Los Angeles Officer David Solorio	2003 – Present

AGENCY	LOCATION	SERVING SINCE
City of Huntington Park 323-584-6254	Huntington Park Chief Cozme Lozano	2016 - Present
Commerce (City of) 323-722-4805	Edgar Cisneros	5/2018 - Present
La Palma Police Dept. 714-690-3370	La Palma Capt. Enright	1991 - Present
Los Alamitos Police Dept. 562-594-7232	Los Alamitos Sgt. Krogman	1987 - Present
Los Angeles Sheriff's Dept 562-623-3506	East Los Angeles Capt. Bash	6/2017 - Present
Los Angeles Sheriff's Dept. 562-623-3500	Hawaiian Gardens Capt. Bash	1997 - Present
Los Angeles Sheriff's Dept. 562-623-3500	Lakewood Capt. Bash	1997 - Present
Lynwood (City of) 310-603-0220	Lynwood Ernie Hernandez	2017 - Present
Seal Beach Police Dept. 562-799-4100	Seal Beach Sgt. Ezrod	1992 - Present
Signal Hill Police Dept. 562-989-7200	Signal Hill Capt. Brian Leyn	1994 - Present
South Gate Police Dept. 323-563-5400	South Gate Chief Arakawa	Dec 2002- Present
Vernon (City of) 323-587-5171	Vernon Chief Soza	10/2019 - Present

Affidavit of Non-Collusion

See Affidavit Attachment 3.

Closing Statement

Mr. C's has made every effort to address all pertinent factors set forth in the RFP and in the order proposed, for consideration by the City, with sufficient detail demonstrating that Mr. C's meets or, in many instances, exceeds, the requirements set forth in the RFP, avoiding generalities or ambiguities/vagueness. Should there be any issues not fully discussed, or questions that develop, Mr. C's will promptly address any such issues of concern in person, by phone and/or in writing.

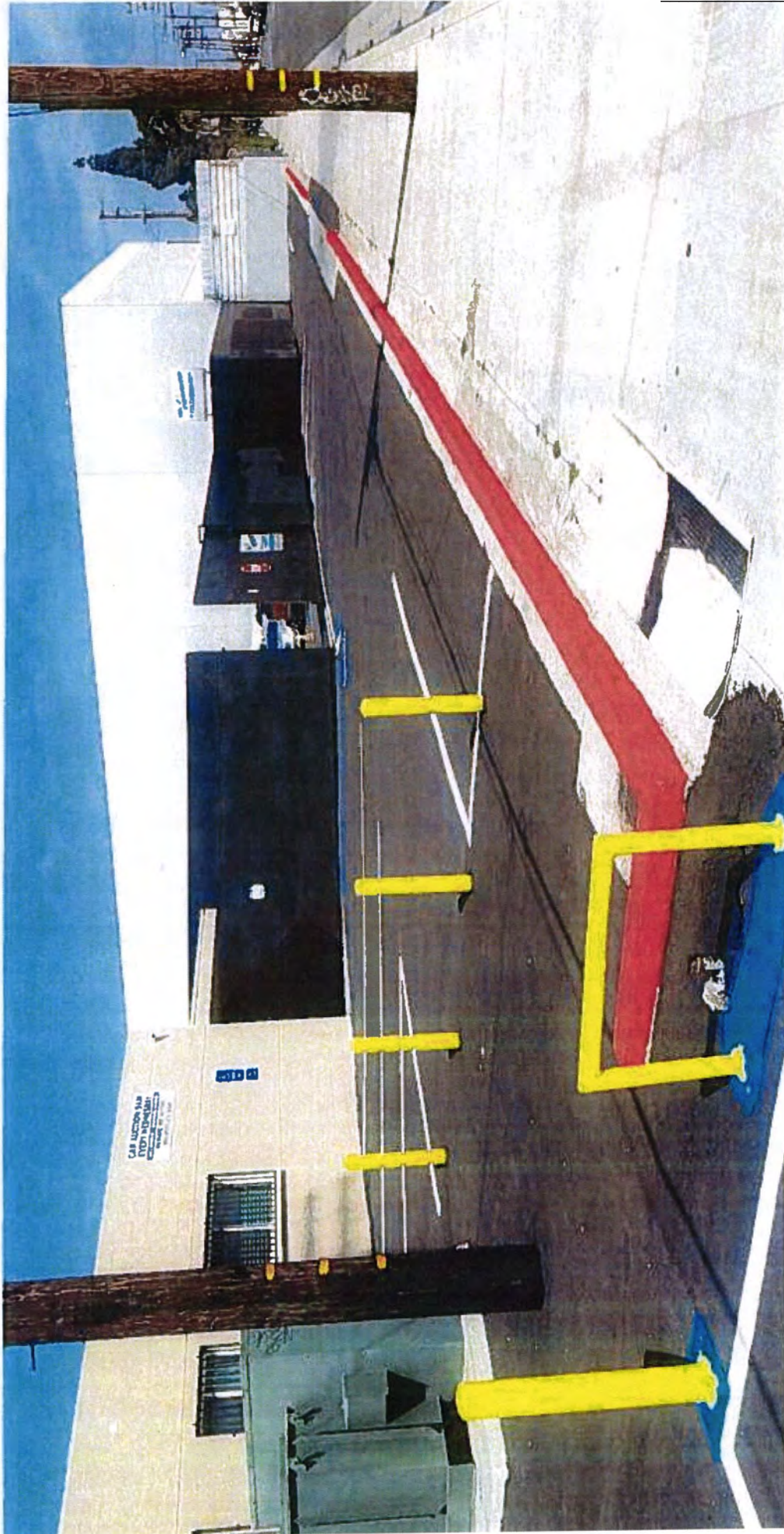
Respectfully submitted,

Mr. C's Of South Gate, Inc



KURTIS McELROY
President

ATTACHMENT 1 – FACILITY PHOTOGRAPHS



Office & Customer Parking



Front Gate of Verd

Page has been redacted.

Page has been redacted.

Page has been redacted.

Page has been redacted.

Page has been redacted.

ATTACHMENT 2 – CERTIFICATE OF INSURANCE

Page has been redacted.

ATTACHMENT 3 – AFFIDAVIT OF NON-COLLUSION

EXHIBIT B
THE EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

- A. Franchisee certifies and represents that, during the performance of this Agreement, the Franchisee 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. Franchisee further certifies that it will not maintain any segregated facilities.
- B. Franchisee agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Franchisee, 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. Franchisee 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. Franchisee 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.

ORDINANCE NO. 1285

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON GRANTING A NON-EXCLUSIVE FRANCHISE TOWING SERVICES AGREEMENT TO TOWWERKS, LLC. (DBA VIERTEL'S CENTRAL / NORTHEAST DIVISION)

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 City Council of the City of Vernon is authorized by City Charter Chapter 8.9 to grant a franchise in the City of Vernon to any person, firm, corporation, or other entity and to set terms, conditions, restrictions and limitations by ordinance.
- C. On October 2, 2012, the City Council of the City of Vernon adopted Ordinance No. 1198 adding Chapter 10.32 (formerly Chapter 4B) to the Vernon Municipal Code to establish a non-consensual franchise towing fee.
- D. On or about April 14, 2022, the Vernon Police Department issued a Request for Proposals for the City's Franchise Tow Fee Program.
- E. After reviewing the proposals, and after a duly noticed public hearing, it was determined that the proposal submitted by Towwerks, LLC. (dba Viertel's Central / Northeast Division) (Towwerks) complies with Chapter 10.32 of the Vernon Municipal Code, and that Towwerks has agreed to comply with all provisions of this Chapter.
- F. The City Council of the City of Vernon desires to grant a non-exclusive police towing franchise to Towwerks, subject to the terms and conditions set forth in the Franchise Towing Services Agreement (Franchise Agreement). The franchise shall be for a term of three (3) years, if a written Franchise Agreement has been fully executed by the franchisee and all other requirements of the Franchise Agreement and Chapter 10.32 have been met by the franchisee.

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

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

SECTION 3. The City Council of the City of Vernon, pursuant to Chapter 10.32 of the Vernon Municipal Code, hereby approves the Franchise Agreement with Towwerks, LLC. (dba Viertel's Central / Northeast Division), in substantially the same form attached hereto as Exhibit A. The grant of franchise is based on the certifications that franchisee shall comply with all provisions of Chapter 10.32 and the Franchise Agreement.

SECTION 4. The City Council of the City of Vernon hereby authorizes the City Administrator to execute said Agreement for, and on behalf of, the City of Vernon and the City Clerk is hereby authorized to attest thereto.

SECTION 5. The City Council hereby instructs the City Administrator, or his designee, to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Ordinance and the transactions herein approved or authorized, including but not limited to, any non-substantive changes to the Agreement attached herein.

SECTION 6. Any ordinance or parts of an ordinance in conflict with this Ordinance are hereby repealed.

SECTION 7. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 8. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

SECTION 9. The City Clerk shall certify the adoption and publish this ordinance as required by law.

SECTION 10. This ordinance shall become effective after the thirtieth day following its adoption.

APPROVED AND ADOPTED this 2nd day of August, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
City Attorney

FRANCHISEE TOWING SERVICES AGREEMENT BETWEEN THE CITY OF
VERNON AND TOWWERKS, LLC. (DBA VIERTEL'S CENTRAL / NORTHEAST DIVISION)

COVER PAGE

Franchisee:	Towwerks, LLC. (dba Viertel's Central / Northeast Division)
Responsible Principal of Franchisee:	Randy Steinberg, Owner
Notice Information - Franchisee:	Towwerks, LLC. (dba Viertel's Central / Northeast Division) 2010 N. Figueroa Street Los Angeles, CA 90065 Attention: Randy Steinberg, Owner Phone: (213) 687-1003 Facsimile: (323) 544-4866
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Robert Sousa, Chief of Police Telephone: (323) 583-8811 ext. 114 Facsimile: (323) 826-1483
Commencement Date:	Upon the effective date of the City of Vernon ordinance granting franchise to Viertel's Central / Northeast Division
Termination Date:	Three (3) years after commencement date, inclusive.
Consideration:	Payment is made by Franchisee to City pursuant to Section 3 of this Agreement. Payment is made to Franchisee by City pursuant to Section 5 of this Agreement.
Records Retention Period	Three (3) years, pursuant to Sections 7 and 15.3 herein

FRANCHISEE TOWING SERVICES AGREEMENT BETWEEN THE CITY OF VERNON
AND TOWWERKS, LLC. (DBA VIERTEL'S CENTRAL / NORTHEAST DIVISION)

This Agreement is made and entered into by and between the City of Vernon (City), a California charter City and California municipal corporation, and Towwerks, LLC. (dba Viertel's Central / Northeast Division (Franchisee), a Limited Liability Company with its principal place of business at 2010 N. Figueroa Street, Los Angeles, CA 90065 (Parties) to provide towing services to the City.

The Parties agree as follows:

RECITALS

WHEREAS, Franchisee shall provide police towing services to the City of Vernon as set forth in the City's Request for Proposal issued on or about April 14, 2022, and titled Request for Proposals Franchise Tow Fee Program, and Franchisee's proposal to the City (Proposal) dated April 28, 2022, Exhibit A, a copy which is attached to and incorporated into this Agreement, by reference.

WHEREAS, pursuant to Chapter 10.32 of the Vernon Municipal Code, Franchisee has applied for a Police Towing Franchise (Franchise); and

WHEREAS, the City Council has held a public hearing for the purpose of hearing persons in favor of or in opposition to the granting of such Franchise; and

WHEREAS, the City Council has determined that Franchisee has demonstrated compliance with Chapter 10.32 of the Vernon Municipal Code and has agreed to comply with all provisions of that Chapter; and

WHEREAS, it is required that City and Franchisee enter into a Franchise Towing Services Agreement (Agreement) for Police Towing services in the City of Vernon; and

WHEREAS, additional conditions have been imposed upon this grant of Franchise.

NOW, THEREFORE, the Parties do hereby agree as follows:

Section 1. GRANT OF FRANCHISE.

City grants to Franchisee a Police Towing Franchise authorizing Franchisee to engage in the business of Police Towing as set forth in Chapter 10.32 of the Vernon Municipal Code in the City of Vernon and to use the public streets and rights of way for such purpose. This grant is pursuant to the City's Request for Proposal and to Franchisee's proposal for the Franchise. Franchisee is subject to Chapter 8.9 of the Charter of the City of Vernon, the terms and conditions specified in Chapter 10.32 *et seq.*, of the Vernon Municipal Code, the terms and conditions specified in all related resolutions, the terms and conditions of this Agreement, and the representations and assurances in Franchisee's application for the Franchise.

Section 2. TERM OF FRANCHISE.

The term of this Franchise granted to Franchisee shall be for three (3) years, commencing upon the effective date of the City of Vernon ordinance granting the Franchise (the Effective Date) to the date that is three (3) years from the Effective Date, inclusive.

Section 3. FRANCHISE FEES.

3.1 During the term of the Franchise, Franchisee shall pay a franchise fee to City in an amount equal to 5% of Franchisee's gross annual receipts arising from the use, operation or possession of the Franchise, which fees shall be assessed from the date on which the ordinance granting this Franchise became effective and in accordance with Section 10.32.080 of the Vernon Municipal Code and any Resolution adopted by the City Council and in such other amounts as are set forth in any subsequent resolutions that may be adopted by the City Council at any time during the term of the Agreement.

3.2 The Franchisee shall file with the City Clerk of the City, within three (3) months after the expiration of the calendar year, or fractional calendar year, following the date of the granting of this franchise, and within three (3) months after the expiration of each calendar year thereafter, a verified statement showing in detail the total gross receipts for the Franchisee derived during the preceding calendar year, or such fractional calendar year, from the provision of official police towing services within the limits of the City. The Franchisee shall pay to the City within fifteen (15) days after the time for filing said statement, in lawful money of the United States, the aforesaid percentage of its gross receipt for the calendar year, or fractional calendar year, covered by said statement. Any neglect, omission or refusal by Franchisee to file said verified statement, or to pay said percentage at the times or in the manner hereinbefore provided, shall constitute grounds for the declaration of forfeiture of this Franchise and of all rights of Franchisee hereunder pursuant to the procedures set forth in Sections 11 and 12 herein. However, Franchisee has the ability to cure. Further, the City is responsible for insuring that Franchisee has the appropriate financial institution information for electronic transfer of the franchise fee in a timely manner. Any delays caused by incorrect financial institution information shall not constitute grounds for the declaration of a forfeiture of this Franchise.

3.3 Franchisee shall timely pay all required franchise fees to:

City of Vernon
Attention: Finance Director
4305 Santa Fe Avenue
Vernon, CA 90058

Each payment shall be accompanied by a written statement, verified by the Franchisee or a duly authorized representative of the Franchise, showing in such form and detail as the Finance Director of the City of Vernon may prescribe, the calculation of the franchise fee payable by the Franchisee and such other information as the Finance Director may require as material to a determination of the amount due.

3.4 The first payment of the franchise fee will be due on October 15, 2022, and payments shall be due monthly thereafter on the 15th day of each month.

3.5 When Franchisee remits franchise fees to the City, such franchise fees shall be deemed timely paid only if delivered or postmarked on or before the due date. If fees

are not timely paid, Franchisee shall be subject to suspension or termination of the Franchise pursuant to Section 14 of this Agreement and/or to any other penalties which may be established and assessed by the City, including, but without limitation, late fees assessed at the rate of five percent (5%).

Section 4. TOWING SERVICES.

4.1 Franchisee shall provide Police Towing services, as set forth in the City's Request for Proposals, and which includes, but without limitation, strictly adhering to the eligibility requirements, operating regulations, fees schedules, standards for tow truck equipment, standard rules of operation, response time, inspection, information regarding new or terminated tow truck drivers, tow driver training, and as set forth in Exhibit A which is Franchisee's response to the City's Request for Proposals. All services by Franchisee shall comply with all provisions of federal, state and local law and regulation, including, but without limitation Chapter 10.32 of the Vernon Municipal Code.

4.2 Franchisee understands and agrees that, although the City is granting it a franchise as a police towing service, the City may requisition towing services from other service providers as set forth in Section 10.32.120 of the Vernon Municipal Code, or if Franchisee is otherwise unavailable for any reason, in the reasonable discretion of the Vernon Chief of Police and including, but without limitation, suspension or termination of the Franchisee.

Section 5. RATES, CHARGES AND PAYMENT.

5.1 The rates and charges for towing and storage in connection with this Franchise shall be established by the City Council. The prevailing rates prescribed by the Southern Division of the California Highway Patrol, the Los Angeles Police Department, and the Los Angeles County Sheriff will be considered when establishing these rates. The rate per impound shall be \$175.00 and the storage charge shall be \$52.00 per day, until otherwise modified by the City Council. A sign showing the approved rates and charges shall be conspicuously posted in the Franchisee's tow office and shall be posted in a conspicuous place in the interior of each tow truck operated by Franchisee. Franchisee shall provide vehicle owners the option of payment by MasterCard and Visa. Franchisee must provide for after-hours releases of vehicles, and may collect an after-hour release fee. Any after-hours release fee shall not exceed one half (½) of the impound fee.

Section 6. REPORTS.

Franchisee shall file a monthly towing report with the Chief of Police along with payment of its monthly franchise fees. The report shall be submitted to:

Chief of Police
Vernon Police Department
4305 Santa Fe Avenue
Vernon, CA 90058

The report shall include the information required by Section 10.32.100(H) of the Vernon Municipal Code for Franchisee and its subcontractors, certified as true and correct under penalty of perjury by a responsible owner or official of the Franchisee.

Section 7. FRANCHISEE'S RECORDS.

7.1 The Franchisee shall maintain accurate and complete books and accounts of all revenues and income arising out of its operations under the Franchise and in a manner, which conforms with generally accepted accounting principles. Franchisee's books, accounts and records, arising out of or related to its operation under the Franchise, shall at all times be open to inspection, examination and audit by authorized officers, employees and agents of the City. Such records shall be kept at franchisee's place of business shown in this Agreement for receipt of notices.

7.2 Franchisee shall require its subcontractors, if any, who perform Police Towing services in connection with the Franchise to keep and maintain books of account and other records showing all business transactions conducted by such subcontractors in connection with the Franchise. Franchisee agrees to use its best efforts to avoid duplication of reporting between Franchisee and its subcontractors.

Section 8. TOW VEHICLE AND DRIVER, REPORTING, COMPLIANCE, AND IDENTIFICATION.

8.1 Franchisee shall maintain on file with the City, a complete and accurate listing of every vehicle operated by Franchisee for police towing services. Franchisee shall certify, in a form acceptable to City, that every such vehicle conforms with regional and State vehicle emission standards ("emission standards"), and shall provide documentation of compliance on written request of the City. Franchisee understands and agrees that failure to conform with emission standards may result in suspension, termination or non-renewal of a Franchise.

8.2 Every vehicle operated by Franchisee and for Police Towing services in the City shall bear the following identification: Franchisee's trade name, monogram or insignia, the Franchise vehicle number, together with Franchisee's telephone number painted upon both sides of the vehicle. All lettering mentioned in this paragraph shall be not less than 2-1/4" in height and not less than 5/6" stroke. The Franchisee agrees to remove the Franchise vehicle number and all other information within 30 calendar days after the Franchise is terminated or the vehicle is sold, transferred or taken out of service.

8.3 Franchisee shall file with the Vernon Police Department, the name, address, date of birth, driver's license number, and all identification required of any tow unit driver working for Franchisee, whether as an employee or as a contractor, which information shall be filed not later than ten (10) business days following the effective date of employment or engagement. Franchisee shall also notify the Vernon Police Department within ten (10) business days of the following occurrences: the license suspension of any tow unit driver, and the end of employment, or engagement, of any tow unit driver with Franchisee.

Section 9. INDEMNIFICATION OF CITY.

9.1 Franchisee shall indemnify and hold the City harmless from and against any and all loss, damages, liability, claims, suits, costs and expenses, fines, charges or penalties whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner related to the services provided or business conducted under Chapter 10.32 of the Vernon Municipal Code or otherwise pursuant to this Agreement.

9.2 Franchisee shall indemnify the City, defend with counsel approved by the City, protect and hold harmless the City, its officers, employees, agents, assigns, and any successor or successors to the City's interest from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damage, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines and charges, penalties and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the City or its officers, employees, agents or the Franchisee arising from or attributable to any repair, remediation, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, or closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous waste at any place where the Franchisee stores or dispose of solid or hazardous waste. The foregoing indemnity is intended to operate as an Agreement pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code Section 9607, and California Health and Safety Code Section 25364, and any successor provisions, to insure, protect, hold harmless, and indemnify the City from liability.

Section 10. INSURANCE.

Franchisee 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 \$2,000,000 combined single limit, including owned, hired, and non-owned liability coverage.

(1) MCS 90 Endorsement must be attached to the auto liability policy.
- ii. Garage Keeper Legal Liability insurance with coverage limits of no less than \$1,000,000 for damage to a vehicle towed, impounded or otherwise stored by Franchisee.
- iii. On-Hook Liability insurance with coverage limits of no less than \$1,000,000 for damage to any vehicle towed by Franchisee or otherwise connected to any of Franchisee's tow trucks.
- iv. Franchisee 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.
- v. General Liability with minimum limits of at least \$2,000,000 per occurrence and \$2,000,000 aggregate written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations

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

- (1) If Franchisee employs other contractors as part of the services rendered, Contractor's Protective Coverage is required. Franchisee 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) Franchisee 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.

vi. Franchisee shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Franchisee 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.

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

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

ix. Prior to commencement of performance, Franchisee shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its

behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

- x. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Franchisee 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 Franchisee by way of set-off or recoupment from sums due to Franchisee, 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 Franchisee, by way of set-off or recoupment from any sums due to Franchisee.

Section 11. TERMINATION AND SUSPENSION.

The City may terminate this Agreement, without cause, by giving the Franchisee thirty (30) days written notice of such termination and the effective date thereof. The City may terminate this Agreement, with cause, by giving the Franchisee (10) days written notice of such termination and the effective date thereof. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this agreement. Upon notice of cancellation or suspension, the contract holder shall be given five (5) days' notice to appear before the Chief of Police or designee to show why the contract should not be revoked, in accordance with Vernon Municipal Code Chapter 10.32.130. The Franchisee may not cancel this Agreement without prior written consent from the Vernon Chief of Police.

Section 12. TEMPORARY SUSPENSION.

In addition to termination or suspension as set forth in Section 11, above, the Chief of Police may temporarily suspend any Franchisee without a hearing, whenever the continued operation by the Franchisee would constitute a danger to public health, safety, welfare or public morals, including, without limitation, where there is a failure to maintain the minimum levels and standards of liability insurance or claims reserve or failure to keep in full force and effect any applicable licenses or permits required by federal, state, local law, or regulation. The notice of temporary suspension may be personally delivered to the party named and to the address given on the application pursuant to which such Franchise was issued and to the notice address stated herein, if different, or, mailed by registered or certified mail to the party named at the address given on the application pursuant to which such Franchise was issued and to the notice address stated herein, if different. Notwithstanding other notice provisions of this Agreement, the temporary suspension is effective upon the earlier of either receipt or the expiration of 3 days from the date of mailing. The notice of temporary suspension shall include a notice of the date and time for termination hearing and all other information required by the Vernon Municipal Code. The temporary suspension shall remain effective until the decision on suspension or termination is made unless the suspension is lifted by written notice of the Chief of Police.

Section 13. ACCEPTANCE, WAIVER.

Franchisee agrees to be bound by and comply with all the requirements of Chapter 10.32 and this Agreement. By entering into this Agreement, Franchisee waives, to the maximum extent permitted by law, Franchisee's right to challenge the terms of this Agreement and of Chapter 10.32 under federal, state or local law, or under administrative regulation, as such laws and regulations exist as of the date of signing of this Agreement.

Section 14. GENERAL TERMS AND CONDITIONS.

14.1 INDEPENDENT STATUS. It is understood that in the performance under this Agreement, Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of City and shall furnish services in its own manner and method. Further, Franchisee has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Franchisee in its business operations. Franchisee shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

14.2 FRANCHISE NOT AGENT. Franchisee 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.

14.3 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.

14.4 NO ASSIGNMENT. The Franchisee shall not assign or transfer any interest in this Agreement without the express prior written consent and approval of City Council.

14.5 COMPLIANCE WITH LAWS. Franchisee shall comply with all Federal, State, County and City laws, ordinances, resolutions, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof.

14.6 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.

14.7 INTERPRETATION.

14.7.1 Applicable Law. This Agreement, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed and construed according to the laws of the State of California.

14.7.2 Entire Agreement. This Agreement, including any Exhibits attached hereto and any documents explicitly referenced herein, 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).

14.7.3 Written Amendment. This Agreement may only be changed by written amendment signed by Franchisee 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.

14.7.4 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.

14.7.5 Choice of Forum. The parties hereby agree that this Agreement is to be enforced in accordance with the laws of the State of California, is entered into and is to be performed in the City of Vernon and that all claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

14.7.6 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 order of precedence is as follows: Charter the City of Vernon, the Vernon Municipal Code, the ordinance granting this Franchise, resolutions of the City of Vernon, this Agreement, the City's Request for Proposals for Official Police Towing Services, and Franchisee's Response to the City's Request for Proposals for Official Police Towing Services.

14.8 AUTHORITY OF FRANCHISEE. The Franchisee hereby represents and warrants to the City that the Franchisee 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.

Section 15. ADDITIONAL ASSURANCES.

15.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES.

Franchisee certifies and represents that, during the performance of this Agreement, Franchisee and any other parties with whom it may subcontract 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, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Franchisee further certifies that it will not maintain any segregated facilities. Franchisee further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit B.

15.2 BUSINESS LICENSES. Franchisee shall obtain, and pay any and all costs associated therewith, any Vernon Business License, which may be required by the Vernon Municipal Code and all permits, and licenses applicable to Franchisee's operations under this Franchise, which are required of Franchisee by any governmental agency.

15.3 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 Franchisee'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 Franchisee is properly entitled under the Agreement or for other purposes relating to the Agreement.

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

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

15.4 CONFLICT. Franchisee hereby represents warrants and certifies that no member, officer or employee of the Franchisee 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.

Section 16. PREVAILING WAGES

The provisions of California Labor Code 1770, et seq., regarding the payment of prevailing wages on public works, and related regulations, apply to all City contracts. In addition, the selected tow service companies 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 (with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)). This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

Section 17. NOTICES.

Except as otherwise provided in this Agreement, all notices required by this Agreement or by Chapter 10.32 of the Vernon Municipal Code shall be given by personal service or by deposit in the United States mail, postage pre-paid and return receipt requested, addressed to the parties as follows:

To City: Chief of Police
Vernon Police Department
4305 Santa Fe Avenue
Vernon, CA 90058

Copies to: Director of Finance
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Franchisee: Towwerks, LLC. (dba Viertel's Central /Northeast Division)
Attention: Randy Steinberg, Managing Member/Owner
2010 N. Figueroa Street
Los Angeles, CA 90065

Notice shall be deemed effective on the date personally served or, if mailed, three days the date deposited in the mail.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

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

Towwerks, LLC. (dba Viertel's Central /
Northeast Division), a Limited Liability
Company

DATED: _____

DATED: _____

Carlos Fandino, City Administrator

By: _____

Name: _____ Randy Steinberg

Title: _____ Managing Member - Owner

ATTEST:

By: _____

Lisa Pope, City Clerk

Name: _____ Cecilio Nunez

Title: _____ General Manger

APPROVED AS TO FORM:

Zaynah N. Moussa,
Interim City Attorney

EXHIBIT A
FRANCHISEE'S PROPOSAL

TOWWERKS LLC.

DBA VIERTEL'S CENTRAL / NORTHEAST DIVISION
2010 N FIGUEROA ST
LOS ANGELES, CA. 90065

City of Vernon Request for Proposals (RFP)

Franchise Tow Fee Program



**City of Vernon
Police Department
4305 Santa Fe Avenue, Vernon, CA 90058
Phone: (323) 587-5171**

TOWWERKS LLC.
DBA VIERTEL'S CENTRAL / NORTHEAST DIVISION
2010 N FIGUEROA ST
LOS ANGELES, CA. 90065

04/28/2022
CITY OF VERNON
ATTN: NICHOLAS PEREZ, LIEUTENANT
4305 SANTA FE AVENUE
VERNON, CA 90058

RE: Request for Proposal – Towing Contract

I am pleased to forward the attached response to the City of Vernon's Request for Proposal ("RFP") for the grant of a 3 year term as the Official Police Tow for the City of Vernon to provide towing and storage services to the Vernon Police Department and other related city of Vernon agencies. I am the Owner of Towwerks, LLC. Db a Viertel's Central / Northeast Division and are hereby making our formal "RFP" for the aforementioned contract. This proposal shall remain valid for 90 Days from the date of submittal.

I am confident that Viertel's Central / Northeast Division will provide un-paralleled levels of service to the City of Vernon, the Vernon Police Department and all other city entities as well as to the civilian customers which will all be treated with professional and courteous service. We are located 6.5 miles away from the City of Vernon. We have reviewed all of the contractual requirements and we are confident that we meet and exceed all requirements. As I hope you will determine from our past performance of our contract with the City of Los Angeles and from the financial information that we have enclosed, Viertel's Central / Northeast Division is confident that we have more than ample resources to provide the Vernon Police Department and the City of Vernon with first class towing and storage facilities. Viertel's Central / Northeast Division looks forward to providing exemplary service to the City of Vernon, the Vernon Police Department, and the civilian consumers.

Pepe's Towing will be our back up Heavy Duty Contractor if needed. Located at 918 S. Boyle Ave. Los Angeles Ca, 90023. Contact person Jose Acosta (Owner) [REDACTED]

Cecilio Nunez is the General Manager of Viertel's Central / Northeast Division and will be the Primary contact person during the evaluation period. The business address above will serve as his address as required by the RFP. His cell phone number is [REDACTED]

On behalf of myself and all the employees of Viertel's Central / Northeast Division, we look forward to the approval of yourself and the members of the review committee.

Respectfully yours,
Towwerks LLC


RANDY STEINBERG – OWNER

Table of Contents

Tab#	<u>Description</u>
1	<u>Introduction</u> Executive Summary Company Organization Company History & Description Company Vision
2	<u>Scope of Work</u> Performance Excellence Hours of Operation Customer Satisfaction
3	<u>Work Plan</u> Company Facilities Towing Equipment Office Equipment Employee Information VIIC System & Statement OPG Information
4	<u>Fees and Cost</u> Rates & Compliance Lien Sale Fees & Procedures
5	<u>Ability to Perform the Services</u> Government Agency Experience Comparable Experience Key Personnel Hiring Standards & Practices Lien Sale Experience
6	<u>Exhibits</u>

INTRODUCTION

INTRODUCTION

EXECUTIVE SUMMARY

Responding Party: Towwerks LLC. Db a Viertel's Central / Northeast Division
2010 N. Figueroa Street, Los Angeles, CA 90065
Phone: (213) 687-1003
Fax: (323) 544-4866

Principals: Randy Steinberg - Managing Member/Owner

Contract Number: Pending

Key Personnel: Cecilio Nunez – Patricia Garcia – Richard Lopez – Felix Rangel

Employees: 27 employees (including managers & supervisors)

Facilities: 2010 N. Figueroa Street, Los Angeles, CA 90065 – Main Office
704 N. Mission Road, Los Angeles, CA 90033 - Secondary Yard
403 W. Avenue 33, Los Angeles, CA 90031 – Satellite Yard
1951 McGarry Street, Los Angeles, CA 90018 – Satellite Yard
8919 Miner Street, Los Angeles, CA 90002 – Satellite Yard

COMPANY ORGANIZATION

Towwerks, LLC was formed as a California limited liability company. Randy Steinberg is managing member and owns 100% of the company. As the Managing Member Randy has primary responsibility for all aspects of the business including but not limited to: employee recruiting, training and supervision, lien sales, accounting functions, office personnel and all vendor relationships.

COMPANY HISTORY & DESCRIPTION

Towwerks, LLC was formed in 2004 by Randy Steinberg to facilitate the transfer of ownership of Viertel's Automotive Service to Towwerks, LLC (Randy Steinberg). Randy Steinberg and Todd Smart, of Absolute Towing, worked together to purchase Viertel's Automotive Service from Bonnie Viertel. Bonnie was the sole owner of two OPG contracts and pursued to sell both. Therefore, Randy and Todd purchased both contracts. Randy took possession of the Central Division contract and brought it under the Towwerks, LLC. The name became Viertel's Central Division. The Police Commission and City of Los Angeles approved the transfer in 2004 and Towwerks LLC. DbA Viertel's Central / Northeast Division opened its doors January 2005.

On January 1, 2019, Towwerks LLC expanded when Randy Steinberg obtained A.T.S. Northeast from Mr. Art Mercer. The Police Commission and City of Los Angeles approved the transfer in 2018 and Towwerks LLC. DbA Viertel's Northeast Division was formed.

Although Towwerks has two different companies under its umbrella, Viertel's Central Division and Viertel's Northeast Division, they work cohesively as one. Viertel's Central/Northeast Division.

MISSION & VISION

At Viertel's Central / Northeast Division, we are proud to serve the City of Los Angeles as an Official Police Garage and we have the vision to extend our expertise and service to the City of Vernon and the Vernon Police Department. We believe that we have a duty to the citizens of Los Angeles, and hopefully, the City of Vernon and the Vernon Police Department. If selected, we intend to be a superior support service to the many different agencies within the City of Vernon. Primarily, we understand our role as extension of the City of Vernon, and the Vernon Police Department, Los Angeles Police Department and Department of Transportation in the eyes of the citizens of both cities. With that knowledge, we know that we must perform our duties with dignity, respect and professionalism at all times. Our mission is to be "on time" all of the time in the performance of our duties. We will provide quick and professional service to officers in the field, we can help to insure that those officers are available to respond to other calls that are vital to the Vernon Police Department, Parking Enforcement, Fire Department and Citizens of Vernon. Our mission is to secure the property of the citizens when directed to do so by a Vernon city official. To do so, we will maintain a state of the art towing and storage facility that environmentally impacts the surrounding community as little as possible. Our mission is to work with our neighbors to make our neighborhood a better place to live and work. With hard work and communication, we can do this and be proud of our relationship with the community of Vernon.

It is the vision of Viertel's Central / Northeast Division to have a community that is a model partnership between business and the private sector. Working together, we can reduce crime in all the neighborhoods of Vernon. A community working together can make a difference!

SCOPE OF WORK

SCOPE OF WORK

PERFORMANCE EXCELLENCE

Viertel's Central / Northeast Division has an action plan for performance excellence that includes a commitment to the City of Vernon, Police Department and to the civilian public to maintain a state of the art towing company. Our facilities, customer waiting area, all storage areas and related areas will be maintained in the utmost cleanliness. This will allow for a quiet waiting area for the different agencies and the civilian public, while also allowing easy access to all areas of the business and vehicles stored at Viertel's. Furthermore we will manage the perimeter areas of our company to the highest standards as to maintain the confidence of our neighbors at all times. We will be proactive in resolving any and all complaints and/ or disputes immediately to mutual satisfaction of all parties. Viertel's Central / Northeast Division will also maintain its truck fleet in first class operating condition to exceed the requirements of all contracts at all times. At this time, we have more than sufficient vehicles to handle the contract requirements and will add to our fleet as the needs of the contract increase. We also maintain a sufficient number of "back-up" vehicles in our fleet currently and will add to them as needed to service the contract.

Viertel's Central / Northeast Division has staffing that is tailored to provide 24 hours a day/ 7 days a week/ 365 days a year coverage to the City of Vernon and the Vernon Police Department. We have sufficient managers, supervisors, dispatchers, tow unit operators, yard and office personnel. We believe that our staff is highly trained to deal with all the different needs of the civilian public and to any and all employees of the City of Vernon at all times.

Based on the relevant combined experience of the owner and the history of all key personnel we believe that we will provide the highest quality of service to the City of Vernon, the area and to the civilian public. At Viertel's we are committed to:

- a. Maintaining state of the art, modern facilities that exceeds industry standards for safety and a pleasant environment for employees, city staff and the civilian public
- b. Maintaining state of the art towing equipment to handle every possible towing situation
- c. Maintaining a professional, courteous and well trained staff to instill confidence in the city, city staff and the civilian public
- d. Maintaining a state of the art computerized network and software system for dispatching and record keeping including a phone system which will allow for dedicated communication with the different city and/or other agencies we serve
- e. Maintaining a vehicle positioning/tracking system as to keep the confidence of the city and the motoring public
- f. Maintaining on-time response to all tow requests provided to us by the contract which includes our personal goal to respond to every call well under the maximum time allowed by the contract
- g. Maintaining a lien sale auction as outlined by California state law which will continue to provide confidence to the city, as well as serve our neighbors and civilian public
- h. Maintain off-street parking(including Disabled Parking) for our customers, city and other employees which will include a separate loading/unloading area for other tow companies

- i. Maintain an evidentiary hold area that is completely segregated from the public with limited access only after signing a log containing specific information as to the reason for entry into this area.
- j. Maintain a camera system that will cover all storage areas (including evidentiary hold areas), customer waiting areas and other relevant areas. This system will include recordings of all interaction between Viertel's staff and the civilian public as to maintain the confidence of the city and civilian public.
- k. Maintain equipment including an automotive lift to assist with ongoing investigations related to the impoundment of vehicles with investigative holds.
- l. Maintain a separate generator to facilitate power during periods of emergency when municipal service is temporarily interrupted.

At Viertel's Central/Northeast Division we have been committed to being the absolute best OPG the City of Los Angeles has and believe that we have done just that. We have a near 0 complaint ratio; we have an outstanding working relationship with LAPD Central Division, LAPD Northeast Division, Central Traffic Division, California Highway Patrol Central Area and various other Police agencies we work with on a daily basis. We have a superior working relationship with DOT Central and DOT Hollywood. We have state of the art facilities that we are very proud to show off to any one, at any time. We have a superior working relationship with our neighbors and we work every day to maintain that relationship. It has been our goal to have an OPG that is a model for all to see and even more importantly, want to emulate. Hopefully, in the very near future, we can include the City of Vernon, the Vernon Police Department and other related City agencies. We want to continue to improve what we do by taking the company into the 21st century by utilizing newer computer systems and technology. Future purchases of equipment will be thought out very carefully with environmental concerns as a priority. We will continue to work with the community to make our neighborhood a better place to work and live. As with our current contracts, we would be honored and dedicated to provide that exact superior service to the City of Vernon, The Vernon Police Department, other agencies and the civilian public.

CUSTOMER SATISFACTION

Viertel's Central/Northeast Division believes that as an Official Police Garage, the company and its personnel are an extension of the City of Vernon and the Vernon Police Department. As such, we have a company commitment to provide professional, courteous service to its customers, the people of the City of Vernon and visitors to the city. The company and its staff have established a goal of being responsible and understanding of the plight of its customers. We treat each customer with respect and dignity. We greet them with a staff member who is pleasant and ready to help them with all of their needs. With each contact with the public, our staff has and will always strive to make each customers experience at our facility as pleasant as possible. We recognize that there are not many reasons for a person to be happy to have to come to our facility. With that in mind, we have made it our goal that they leave Viertel's with a much more positive outlook about OPG's in general and more importantly Viertel's! We achieve this by keeping Viertel's in clean condition. As a customer enters our off street parking lot, it is clean and complete with disabled parking. As they make their way into our offices their route is clean and free of any obstructions. Once inside our office, the customer will find a waiting area with 2 windows to serve our

customers. This waiting area is cleaned on a daily basis. We have a public restroom. Once they are being helped by our staff they are extended every courtesy to insure that they are helped promptly and professionally by our staff. If they need to enter our facility to view or retrieve property from their vehicle, they are met by one of our staff who will direct them to their vehicle and stay with them to assist them the entire time they are in the storage area. All storage areas are clean and free of obstructions. Cars are always in straight rows with enough room on either side, in front or behind the vehicle to allow our customers easy access to their vehicle. Once finished they are led back to the waiting area where they are once again helped by office staff to a positive conclusion to their visit to our facility.

Viertel's believes that customer satisfaction extends out into the field where our first contact with many of our customers happens. Our drivers meet the officers in a timely manner, they always treat the customers they contact in the field with respect, and assist the officer and motoring public with whatever is necessary to remove the vehicle to our facility or where ever directed to by the officer or customer. Most importantly, our drivers understand the utmost importance of safety, not only for themselves but for the officers and the motoring public.

All of these things are achieved by a long history of maintaining a successful OPG within the City of Los Angeles and we want to extend that expertise with the City of Vernon. Randy Steinberg has a proven track record as a pro-active owner who acts quickly to correct any issues that may arise. He has developed standards for training and qualifying his employees to provide highly professional service designed to exceed the expectations of the City of Vernon, its staff and our customers. All of these things are the basis for superior customer satisfaction!

HOURS OF OPERATIONS

Viertel's Central / Northeast Division is open to the public from 7a.m. to 7p.m. 365 days a year. This exceeds the mandate of this RFP by one hour which only benefits the citizens of Vernon and visitors to the City of Vernon. Because we are open on weekends, as a part of our normal business operations, there is no gate fee charged to the consumer. We will continue this practice if we are awarded a contract with the City of Vernon. We maintain 24 hour a day operations for towing and storage. We staff a dispatcher and a minimum of 2 drivers 24 hours a day, 7 days a week, and 365 days a year!

WORK PLAN

WORK PLAN

COMPANY FACILITIES

Viertel's Central/ Northeast Divisions main office is located at 2010 N. Figueroa Street, Los Angeles, CA, 90065 lot 1 38,904 sq ft. The property is located in the Southeast corner of Northeast Division. It is near the corner of San Fernando Road and Figueroa Street, it is adjacent to the 5 freeway and the 110 freeway. In addition, there are four other storage locations. Lot 2; 149,321 sq ft. of storage space. 403 W. Avenue 33 Los Angeles, CA, 90031, is west of the 110 freeway, near Avenue 26. Lot 3; 32,129 sq ft of storage space and functioning office, 704 N. Mission Road, Los Angeles, CA, 90033, near the 5 freeway. Lot 4; has 24,257 sq ft of storage space, 1951 S. McGarry Street, Los Angeles, CA, 90058, near Washington Boulevard and Alameda Street a quarter mile from the city of Vernon. Lot 5; has 9,297sq ft of storage space, 8919 Miner Street, Los Angeles, CA, 90002, located in unincorporated Los Angeles County near Firestone Boulevard and Alameda Street. All 5 locations are zoned M-1 - M-3 and are more than enough to meet the current needs of the Central Division and Northeast Division Contracts.

Figueroa Street is 38,904. Square feet of land with 2,354 square feet of office space. Viertel's lot 1 has off street customer parking for 5 vehicles and 1 Handicapped parking stall at our primary location. Additionally, Viertel's has disabled person access to the office and a release window specifically for a disabled person or person in a wheelchair. There is a customer waiting area with 2 windows to serve the public. Viertel's has a public restroom. Viertel's has off street loading and unloading of vehicles that are being brought into the facility or being removed by outside tow companies. Viertel's has a designated off street employee parking area that can handle all of our employees and additional parking for city employees, as well. As for the offices, there is 2,354 square feet of office space that includes a front office area for vehicle releases. Viertel's has a designated office area for the dispatcher; adjacent to that office area, there are two restrooms. Beyond that there is a kitchen supplied with a sink, counter and refrigerator. We also have an employee rest area which is supplied with a microwave, a seating area and satellite television. Management offices are located upstairs, along with our filing room.



TOWING EQUIPMENT

At Towwerks LLC., DbA Viertel's Central / Northeast Division we understand that the equipment we use has to be the very best that the industry has to offer. If awarded a contract, we will add to our fleet as dictated by the terms of the RFP and subsequent contract if needed. Currently, we have 16 tow trucks, 6 forklifts and an automotive lift. Our evidentiary hold area is capable of storing 12 vehicles at one time. The 16 tow trucks were all carefully selected to service the needs of the contract. We have 10 flatbed tow trucks, 4 wheel lift tow trucks and two heavy duty tow trucks. All of our trucks are permanently assigned to a specific driver and the other three are back up vehicles that are used by additional personnel as necessary. Both light duty and heavy duty drivers are available 24 hours a day. At any time if a tow truck breaks down there is a backup tow truck for the driver to switch to while repairs are made.

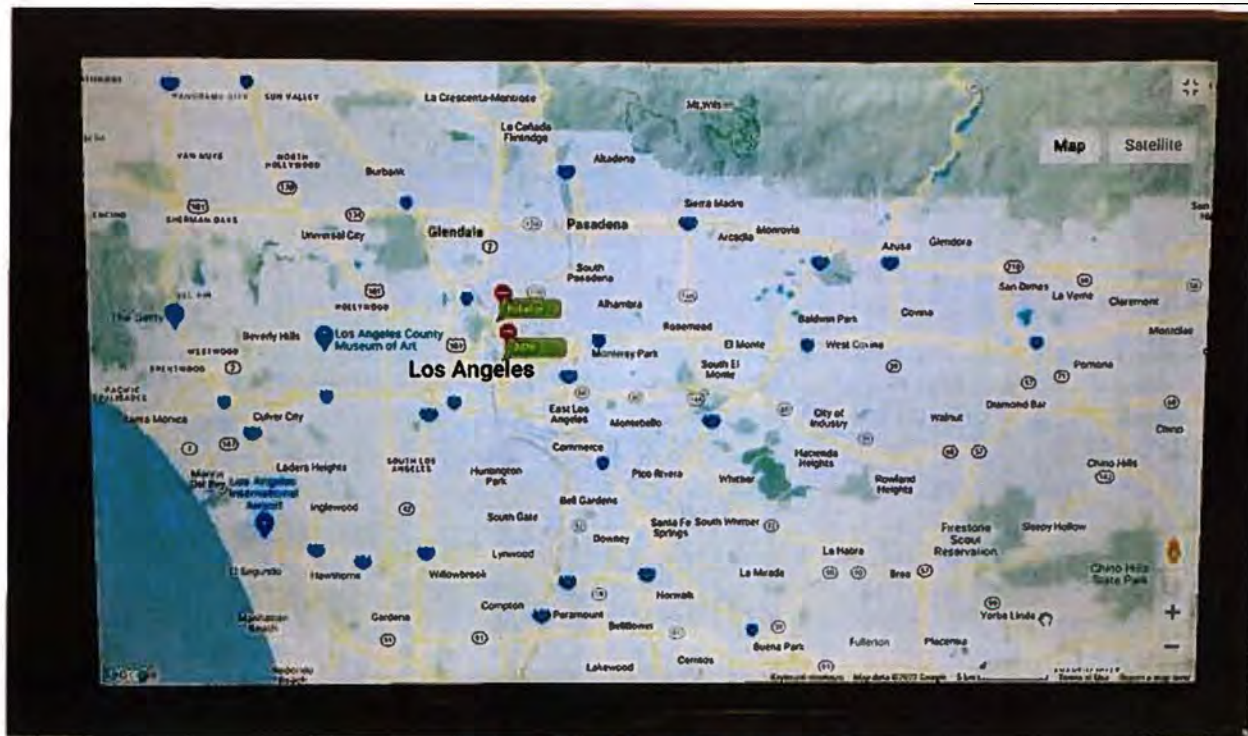
One of the flatbeds is a 2015 Kenworth flatbed. The second flatbed is a 2020 Kenworth T-270. The third flatbed is a 2012 Ford F650. The fourth flatbed is a 2021 Kenworth T-270. The fifth flatbed is a 2016 Hino 258. The sixth flatbed is a 2019 Hino 258. The seventh flatbed is a 2010 Hino 258. The eighth flat bed is a 2010 Hino 258. The ninth flat bed is a 2020 Hino 258. The tenth flatbed is a 2021 Peterbilt 337 class 6. All ten flatbeds are larger capacity (26,000 GVWR) and all 10 have independent wheel lifts to tow a second vehicle. The eleventh tow truck is a 2011 Dodge 5500HD with an auto grip wheel lift. The twelfth tow truck is a 2021 Dodge 4500HD. The thirteenth is a tow truck is a 2002 Ford F-350 Eagle Claw underground truck. The fourteenth tow truck is a GMC 3500 HD Holmes self-loader, underground truck. The fifteenth tow truck is a 2022 Kenworth Rotator for recoveries. Our sixteenth tow truck is a 2018 Peterbilt, 35 ton integrated tow truck wrecker.

As market conditions dictate we have added to the fleet and will always strive to keep our fleet well maintained, in working condition and with modern accessories to accomplish the task. As stated earlier, we have 6 forklifts. Four are Toyota forklifts, the other two are a Yale forklift and Nissan forklift. Each is fitted with an Eagle claw wheel lift. This allows for easy movement of vehicles without the risk of damaging the vehicle. The forklifts range from 4500 pounds of capacity to 8000 pounds of capacity.

Currently, Viertel's Central / Northeast Division has a digital two way radio system which is operable nationally. All of the units are fully working cell phones/ radios issued to all employees. They are required to keep the cell phone/ radio on their person during their entire shift. There are four base units that allow for communication with all personnel in the field. All of our employees carry their cell phone/radio on them at all times while on duty. This, further, insures the company's ability to communicate with our employees at all times. There is a protocol that defines a relationship between the radios and the radio network which supports them. The protocol allows channel assignments to happen immediately. This arrangement allows multiple groups of users to share a small set of actual radio frequencies without hearing each other's conversations.

Viertel's Central / Northeast Division has a GPS tracking/ camera system in all of its tow trucks. This allows us to not only track, but have a view of the inside and outside of each tow truck. The name brand is *Budget GPS*. They are one of the leading suppliers of GPS navigation systems. They have *Smartnav* which allows for real time navigation and messaging. Which help route drivers more efficiently, reduces fuel cost, gives detailed reports and cuts down and almost eliminates unauthorized use by employees. All of these things are designed to improve customer satisfaction and improve the confidence of the city.





OFFICE EQUIPMENT

Our offices are equipped with state of the art computer systems which are utilized at each of our Towwerks LLC locations. All nine of our computers are equipped with Towing Operations Software (TOPS) Central Management Application (CMA) which is a web-based application designed to improve transparency, efficiency, and accountability across complex operations. This system also maintains our Vehicle Impound Information Center (VIIC) system.

Viertel's Central / Northeast has an updated computer network, which includes a network server and 9 workstations. David Ospina of Intranet maintains our network and all computer systems, his system is equipped to handle all of the needs of the company. It utilizes *Microsoft Windows 10 Professional* as the operating system and has all of the most modern supporting systems. There are 9 functioning computer systems at Viertel's Central / Northeast; the first is the network system previously discussed. The second is a standalone computer system that handles our camera system. The last system is our VIIC computer system. Additional hardware includes six *Konika Minolta* printers and two HP-M426 printers, which are located in each one of our main offices. All 8 are network printers; One HP-M426 is located in Felix Rangel's office. The second HP-M426 is located at our auction location. All printers are high speed, state of the art and have the capability to fax, scan and print. They also handle our document control system.

Viertel's Central / Northeast Division has a sophisticated phone system, Ring Central. We have 8 dedicated phone lines that connect directly to office personnel and supervisors. This line rings through directly to our dispatch and office personnel. We also have AT&T cellular phones that are issued to all management, supervisors and all other office personnel.

Viertel's Central / Northeast Division has a very sophisticated surveillance system in place. It is a closed circuit color TV system that monitors all entrances/exits to each facility, the evidentiary hold stalls and related areas, all storage areas and most importantly the offices and release areas. The release windows also have audio monitoring to record all conversations between

our staff and the civilian public. All data is recorded to two separate time lapse recorders secured in a private office as to forbid tampering by employees.

There is a separate video monitor at the dispatch work station that allows for monitoring of all cameras on the system. This system also ensures full surveillance of the cash registers and all money drop safe areas. In total, there are 65 cameras monitoring our facilities at all times.

Every critical system at Viertel's Central / Northeast Division has an independent battery backup system in place to insure its continued usage at times when the municipal server has been interrupted by varying conditions. Viertel's Central / Northeast Division has a separate generator that will further allow for continued use of these systems when the municipal service is out for prolonged periods of time.

EMPLOYEE INFORMATION

At Towwerks, LLC. DbA Viertel's Central / Northeast Division we believe that our employee associates are our most important asset and a major part of our work plan. We have put maximum effort into hiring employees that are highly skilled and dedicated to service. We believe that we are a dedicated team of individuals all focused on providing a safe and enjoyable working environment for all employees. We believe that the quality of our employees is the key to our continued success. With that in mind, we will continue to carefully select and train our employees to provide the highest quality OPG and related service to the City of Vernon, the Vernon Police Department, other agencies and the civilian public. At Viertel's Central / Northeast Division, we are people working together with common goals and a spirit of cooperation...our principal goal is to be the very best at what we do!

VIIC SYSTEM & STATEMENT

The OPG's and the association has been a model of private-public partnership. One example of this is the Vehicle Impound Information Center or VIIC. The VIIC allows the City and the public a way to locate vehicles that have been impounded by the OPG's in the City, determine whether a release is required and determine the fees necessary to retrieve the vehicle from the OPG. This website and system was developed at no cost to the City of Vernon or civilian public. The initial investment and continuing maintenance costs are absorbed by the individual garages through membership dues. At Viertel's Central / Northeast Division we have an individual computer that we paid for and maintain at our own expense. This computer is linked to our "IMS" and the VIIC system which automatically updates every 2 minutes, providing the VIIC with any changes we have made in our system. Viertel's Central / Northeast Division is committed to the VIIC and it will be a part of the work plan with the City of Vernon, the Vernon Police Department and the civilian public.

Furthermore, Towwerks, LLC. DbA Viertel's Central / Northeast Division assures and certifies that it is and will continue to provide timely information to the VIIC database as required by the Board of Police Commissioners. Viertel's Central / Northeast Division will continue to maintain this system in proper working condition and will continue to work with the association to improve the system. Viertel's Central / Northeast Division will implement any

necessary upgrades as needed or dictated by the City of Vernon, the Vernon Police Department, Board of Police Commissioners and the Association. As stated earlier, this system will be available to the Vernon Police Department and the support staff. It will be available to any city employees that is deemed necessary.

OPG INFORMATION

As an Official Police Garage (OPG) Viertel's Central / Northeast Division is completely committed to the OPG Association. Viertel's Central / Northeast Division is current in all of its membership dues and is a member in good standing. The association provides an array of information and guidance to its membership that Viertel's uses on a regular basis. As a member, we are part of a group that has been providing an array of vital services to the City that help protect the civilian population on a daily basis. Our membership in this association gives access to a wealth of services that we plan to implement in service of our anticipated contract with the City of Vernon. Providing necessary support services to the different agencies within the city we are committed to the association to meet the needs of the City of Vernon, the Vernon Police Department and the civilian public.

FEES AND COSTS

FEES AND COSTS

RATES & COMPLIANCE

An important part of our business plan is the continued compliance with any and all applicable laws, ordinances and rules/regulations of the City of Vernon, City of Los Angeles and the Police Commission. The Board rules Governing Official Police Garages and the rules Governing Tow Operations and Tow Operators will be strictly adhered to, at all times. We understand the importance of complete compliance to maintain the confidence of the City of Vernon, the Vernon Police Department and the citizens of the city. All of our rates and charges are based on the schedule of rates approved and promulgated by the Los Angeles Police Commission. Those same rates (see attachment) will be a part of the contract with the City of Vernon. Our current rates for light duty towing are \$145.50 for debit or credit card and \$142.00 for all cash. Our current storage rate is \$45.00 for debit or credit card per day and \$44.00 for all cash per day for storage for light duty towing. Our Specialized Equipment rate is (Rotator) \$650 an hour. Our Medium Duty rate is \$250 an hour towing storage is \$50. Our current rates for heavy duty towing are \$279 for debit or credit card and \$272.50 for all cash. Various factors, such as the weight and length of the vehicle, are taken into consideration when it comes to the daily storage rate for medium/heavy duty vehicles. For a complete list of rates please see the attachment for rates.

This translates into significant savings for the citizens of Vernon. With regards to our employment practices we will continue to pay all of our employees a living wage that exceeds the City of Vernon's minimum requirements. All lien sales of vehicles are processed in accordance with state law.

LIEN SALES & PROCEDURES

Viertel's Central / Northeast Division fully understands the importance of our lien sale procedures and practices. Because of this we only have management staff handling all aspects of the processing of lien sales. We apply consistent policies and procedures for administering and processing lien sales and conducting our lien sale auction. We follow all applicable lien sale laws to the letter and are in total compliance for remittance of any and all overages due to the state and local government. All vehicles in our facility are evaluated by the assistant manager and once he has verified the vehicle identification number, license number, and condition of the vehicle he applies the appropriate civil code section to the vehicle to begin the lien process. At Viertel's we use an outside service to process the paperwork with the Department of Motor Vehicles. Ritter Lien Sales has been in the business of processing lien sales for over 30 years and is one of the most trusted lien sales processing services in the industry. Viertel's Central / Northeast Division has the utmost confidence in Ritter Lien Sales. Once authorization to sell a vehicle has been given to us by the DMV we sell the vehicle at our weekly lien sale auction as prescribed by law. First, we verify the vehicle Identification number on the paperwork against the actual vehicle. All vehicles that will be for sale are placed on a list that is posted in our lobby.

This list is available for viewing by the public. On auction day we begin registration of customers at 9am on Friday. We open our doors for viewing at 9:00 am and continue the viewing period until 10am. At that time we begin the auction process by announcing our rules and procedures to the public. Once that process is complete we begin auctioning off the vehicles. Each vehicle is sold to the highest bidder. We continue selling vehicles until the last vehicle on the list is sold. Viertel's provides armed security during auction hours to provide our buyers safety and confidence during the sale.

At that time we move the staff into the offices to process all of the necessary paperwork. After the customer has paid all of the appropriate fees they are given the lien sale documents that were provided to us by Ritter Lien Sales. We hold our weekly auction in a commercially reasonable manner. There is no fee to enter our auction and there is no buyer fee when a person purchases a vehicle. We only collect the appropriate fees that are due at the time of the auction. As stated earlier, all overages are processed and remitted to the state.

ABILITY TO PERFORM THE SERVICES

ABILITY TO PERFORM THE SERVICES

GOVERNMENT AGENCY EXPERIENCE

For the past 17 years Towwerks, LLC DbA Viertel's Central / Northeast Division has been providing Standard Duty Towing and Heavy Duty Towing and Storage for Service Areas 1 and 11 for the City of Los Angeles. During that time we have handled all of the towing and storage needs of the Los Angeles Police Departments Central Division, Northeast Division, California Highway Patrol, Central Traffic Division, Commercial Crimes Division, Port Police and Airport Police and the Department of Transportation Central Area and Hollywood area.

We have handled all of the Evidentiary Hold needs of Service Area 1 and 11 during the past 17 years, as well. We have 17 years of experience in the OPG Towing business all while providing superior service to two of the best areas in the City of Los Angeles. Viertel's Central / Northeast Division has always faithfully executed the terms of our contract with the City of Los Angeles and will do the same for the City of Vernon, the Vernon Police Department and other Agencies of Vernon if awarded a contract. Below are the names and information of the two contract administrators for our current contracts. Please feel free to contact them for a complete history of our contract compliance and references.

Additionally, for the past 8 years we have been a Rotation Tow Contractor with the California Highway Patrol Central Los Angeles Area Office.

The current Contract Administrator is LAPD Detective III Joseph Yamzon. He is assigned to Commission Investigation Division at 100 West 1st Street, Los Angeles California 90012. His phone number is [REDACTED] and his e-mail address is [REDACTED]

The current Tow Rotation Administrator is Officer Armando Cardiel. He is located at 777 W. Washington Blvd., Los Angeles, California 90015. His phone number is [REDACTED] and his e-mail address is [REDACTED].

COMPARABLE EXPERIENCE

The comparable experience of this company is also its' current experience as the OPG contractor with the City of Los Angeles for the past 17 years. During that time we have provided priority status to all requests for standard-duty towing/heavy duty and storage of vehicles. This includes all requests for vehicles held for evidence. These services will be provided 24 hours per day, 365 days of the year to the City of Vernon if Viertel's Central / Northeast Division is awarded a contract.

Our comparable experience in dealing with the equipment requirements is driven by our ongoing contract with the City of Los Angeles. We have always provided sufficient number of tow trucks and additional equipment to handle all of the needs of the contract and our commitment will extend to the City of Vernon, as well.

Safekeeping of all vehicles has always been a top priority of the company. Over the years we have developed protocols for towing, storing and safeguarding personal property within the vehicles we have at our facility. All of these protocols have been detailed in earlier sections of RFP. We have a state of the art evidentiary hold area.

Our facilities have been designed and built with one thought in mind, to manage the needs of our contract. From the waiting room to the storage rooms and every room or office between them we used our previous experiences to build our current facility. All of our storage areas were mapped out to ensure maximum storage and minimize damage at the same time.

Towwerks,

LLC. Db, Viertel's Central / Northeast Division has always adhered to and complied with the "Rules Governing Official Police Garages" All necessary signs and information are posted in our waiting area. We maintain all necessary documents in binders in every tow truck in our fleet. Our tow unit operators should be able to produce them upon request for inspection. The binders are a product of 17 years of experience with inspections by LAPD and CHP. Viertel's Central / Northeast would be honored to add the City of Vernon to our towing family.

Our computerized information management system is the second system utilized by Viertel's Central / Northeast Division. It is because we have used different systems that we are confident that our current "IMS" is the best system for the past, current contracts and future needs of our contract with the City of Vernon. As is the case with our facilities, the computer system we utilize was developed by TOPS with the express purpose to service all the needs of the contract with the City of Los Angeles. This system was tailored to the needs of towing vehicles for Government Agencies and will be very capable of handling the increased needs of being awarded a contract with the City of Vernon.

We know the importance of maintaining our records and having them available for inspection by the City of Vernon or their agents. All of these records are always kept current and all financial information is accurate and current. Years of reconciling, producing and paying the fees associated with Los Angeles City reports has given Viertel's unmatched comparable experience regarding what is required in the terms of this RFP and future contract.

As with all other aspects of the OPG business Viertel's Central / Northeast Division has the utmost reverence for the lien processing and sale of vehicles that come into our possession. The related vehicle and civil codes associated with our lien sales are followed and in some cases extended beyond the requirements of the law. For instance civil codes that deal with vehicles valued at \$4,000.00 or less allow Viertel's Central / Northeast Division to charge the first half of the lien fee after 72 hours if we have initiated the lien with DMV. All As with all other aspects of the OPG business Viertel's Central / Northeast Division has the utmost current OPGs wait until the fifth day of the process to charge the first half of the lien. The second half of the fee can be charged once we receive the sale date and produce the lien documents and in the age of real time technology that means that we could produce those documents in near real time, but again all OPGs wait until the seventh day to charge the second half of the lien fees. The laws that deal with high value (over \$4,000.00) is not any different when dealing with the first half of the lien fee, but the process that produces the sale date and the actual lien sale documents is much longer and requires additional steps so the second half of the lien fee is charged only after all of the necessary steps have been completed and we have the sale date and paperwork. That process usually takes 75 to 120 days to complete.

Our lien sale auction is held every Friday and has been since Viertel's Central / Northeast Division was granted transfer of ownership by the city. Even this decision was born from years of experience dealing with lien sale auctions. We hold a live auction that is open to the public. We have an auctioneer and each vehicle is sold to the highest bidder. Viertel's Central / Northeast Division records visual and audio of each auction to insure the integrity of each auction and to insure the confidence of the city and the civil public. From 2005 to the present day Cecilio has been overseeing and working with Patricia, Richard, and Felix to process vehicle liens and lien sales.

At the time of the sale Viertel's Central / Northeast Division has a total cost associated with the tow, storage and lien fees for each vehicle. That total is represented in the lien sale documents of each vehicle. The sale price of each vehicle is recorded on the same page of the document and the difference either falls short and up to meeting the charges or exceeds the charges owed to Viertel's Central / Northeast Division. In most cases the first two scenarios are the normal occurrence at the auction. In the case when the sale price exceeds the charges owed, the excess is considered an overage and that amount is to be remitted to the State so that the previous registered owner can recover the funds. There is a provision in the procedure that allows for all or a portion of the overage to be remitted to the City of Los Angeles in cases when the vehicle has outstanding parking tickets that were issued by the city. All OPGs, including Viertel's Central / Northeast Division, check the "E-Tims" system for any bootable, city issued tickets and then diverts those monies to the city as per the terms of our current contract.

It is a fact that the Los Angeles City OPG Contractors remit most of the overages sent to the State of California. Viertel's Central / Northeast Division and the other current OPGs set the standard for all procedures associated with vehicle impounds, storage and subsequent sale of vehicles not recovered by their owners. It is those standards that we uphold every day that sets Viertel's Central / Northeast Division apart from the rest. Comparatively speaking!

KEY PERSONNEL & RESUMES

At Viertel's Central / Northeast Division we have identified the owner and our 4 managers as key personnel. Resumes (see attachments) are included for all key personnel. Cecilio is the General Manager in charge of all daily operations. He works at the company Monday through Friday, usually from 8am to 5pm. Cecilio Richard, Patricia, and Felix alternate weekends as managers on call. Prior to working as General Manager at Viertel's Central / Northeast Division, Cecilio was Operations Manager at Absolute Tow (Hollenbeck Division). He took over that position in August of 1998 and worked in that capacity until December 2004 when he was hired by Randy to run his newly acquired OPG. Cecilio is the 1st and only General Manager of the company. Cecilio has been dedicated to the practice of managing an Official Police Garage. He has a long track record with the City and Police Commission as a leader that is dedicated to serving the City of Los Angeles. As the General Manager he has taken on the task of continuing the prompt, professional and courteous service that Viertel's Central / Northeast Division has come to be known for in the community. Randy and his staff would consider it an honor and a privilege to extend this service to the Vernon Police Department, the City of Vernon and its citizens as an Official Police Tow.

Felix Rangel is one of the Assistant Managers at Viertel's Central / Northeast Division. Felix was 1st hired in February 2006 as a Dispatcher. He was trained as a dispatcher and showed his exceptional skills that exceeded the position requirements very quickly. He learned other aspects of the business and helped with the computer network on a regular basis. Felix regularly showed his commitment the company through his work ethics. When the contractual needs

dictated creating a position for an assistant for Cecilio, Felix was the obvious choice to fill the position. As the Assistant Manager Felix has oversight of all lien sale operations, daily functions of the office and customer relationships. Because of his special skills with computers he functions as the network maintenance supervisor, as well. The big ticket issues are still handled by our network administrator David Ospina. Richard Lopez was 1st hires on February of 2006, he was our lead supervisor driver from 2010-2017. Richard Lopez has proven his dedication and great leadership skills. With the expansion of the company, Richard was promoted to Assistant manager. Patricia Rodriguez-Garcia, was 1st hired on January of 2019 she is a great female management asset acquired, with 35 years of knowledgeable experience, from the sale of A.T.S Tow to Towwerks LLC. in 2019. All of our management structure are invaluable assets to Viertel's Central / Northeast Division.

HIRING STANDARDS & PRACTICES

Viertel's Central / Northeast Division is and will remain fully committed to the terms of our City contract with regards to our hiring practices and standards. Because of our commitment to this community we will continue to actively recruit new personnel from within the Los Angeles County. It is the goal of Viertel's to hold on to our employees by paying them a living wage that is greater than the minimum standard set by the City of Vernon. Viertel's Central / Northeast Division is an Equal Opportunity Employer which is free of unlawful harassment. We are fully compliant with all laws pertaining to immigration.

All applicants will be reviewed and interviewed after completion of a Department of Justice level background check. This check will include a review of DMV records. Prospective employees must submit to drug screening. All of these materials are reviewed by a division of the Police Commission for a final determination to receive a Tow Unit Operators Permit. Once the perspective employee has received a temporary permit from the Police Commission they must review our company employee manual before employment, sign on the signature page and return it. Because we cross train all employees to drive our tow trucks we require that all prospective employees follow the same rigorous application process that actual drivers do!

Our training program for new employees varies based on the related job they were hired for and the level of prior experience. The training period can last from 2 to 6 weeks. All training focuses on the various aspects of the job retained for and, as stated earlier, all employee candidates must be cross trained to drive tow trucks. All employee candidates are trained on safety rules and customer care, guidelines for providing high quality, professional service to the public as well as protocols for providing service to governmental agencies. After training, all employee candidates must pass a series of exercises with a supervisor. We retest periodically to insure that our employees can continue in their position with the company. Viertel's Central / Northeast Division holds once a month safety meetings to remind our employees of all safety related rules and other regulations.

LIEN SALE EXPERIENCE

Towwerks LLC., Dba, Viertel's Central / Northeast Division, as stated previously, has been an Official Police Garage since January 2005 and although there was a change of ownership in 2005 the management staff has remained intact before and after the transfer of ownership from Bonnie Viertel to Randy Steinberg. With that in mind it is important to know that from the start of Randy's tenure as owner he has utilized an authorized outside vendor to facilitate Viertel's Liens.

Year after year Viertel's tows 1,300 to 1,600 hundred vehicles and stores an average of 7 hundred cars per month; of those, Viertel's would process liens on 80 percent of those vehicles and sell almost one quarter of those at our state mandated weekly auction. Towwerks LLC., dba, Viertel's Central / Northeast Division continues to process liens on a daily basis and outsources the lien process with the DMV to a company that specializes in that work.

Ritter Lien Sales has been in the business of processing lien sales for over 30 years and is one of the most trusted lien sales processing services in the industry. Viertel's Central / Northeast Division has the utmost confidence in Ritter Lien Sales. As well as at least 4 other Official Police Garages for the City of Los Angeles and 50 other businesses within Southern California and the State of California.

Viertel's Central / Northeast Division fully understands the importance of our lien sale procedures and practices. Because of this, we only have management staff handling all of the in-house aspects of the processing of lien sales. Between Felix Rangel (Assistant Manager at Viertel's) and Ritter Lien Sales we apply consistent policies and procedures for administering and processing our lien sales, and ultimately conducting our weekly lien sale auction. We follow all applicable lien sale laws to the letter and are in total compliance for remittance of any and all overages due to the state and local government. All vehicles in our facility are evaluated by the assistant manager and once he has verified the vehicle identification number, license number, and condition of the vehicle, he applies the appropriate civil code section to the vehicle to begin the lien process. Felix uses our Information Management System (IMS) to directly interface with Ritter Lien Sales internal system to process and complete all lien sale paperwork with the DMV. Our IMS applies all lien fees charged to the civilian public automatically, at the appropriate time and all of the fees charged are reviewed by Felix as a part of the internal process used by Viertel's.

Once authorization to lien sale a vehicle has been received by Ritter from the DMV, their internal system interfaces with our IMS and all appropriate information is uploaded back into our IMS. Ritter then produces the paperwork and delivers them to Viertel's. Once Viertel's receives the paperwork from Ritter we recheck the vehicle identification number on the paperwork against the actual vehicle. From there, all vehicles that will be for sale are placed on a list that is posted in our lobby. This list is available for viewing by the public. On auction day we begin registration of customers at 9am every Friday.

We, at Viertel's Central / Northeast Division, would like to thank the City of Vernon, the Vernon Police Department, the Selection Committee and the Citizens of Vernon for the opportunity to submit this RFP and hopefully for the opportunity to provide your city with an Official Police Tow second to none.

EXHIBIT A

**AFFIDAVIT OF
NON-COLLUSION**

Date: 4/28/2022

EXHIBIT B

RATES & FEES



City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES



Effective Date:
January 1, 2022

	2022 Rate for Payment by Credit Card	2022 Discounted Rate for Payment by a Means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 145.50	\$ 142.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 72.00	\$ 70.50
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 279.00	\$ 272.50
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 139.50	\$ 136.00
Per hour or fraction thereof for each additional person required	\$ 62.00	\$ 60.50
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 421.50	\$ 411.50
Hazardous or dangerous cargo - heavy duty removal	\$ 630.50	\$ 615.50
Upright Medium-Duty Motorhome GVWR 20,002 to 26,000 lbs*	\$ 630.50	\$ 615.50
DAILY STORAGE RATES		
Standard Vehicle	\$ 45.00	\$ 44.00
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 50.00	\$ 49.00
-Trucks, Boats and trailers 20' to 40'	\$ 63.50	\$ 62.00
-Trucks, Boats and trailers over 40'	\$ 79.50	\$ 77.50
Motorcycles	\$ 12.50	\$ 12.00
Major Component Parts	\$ 9.00	\$ 9.00
Bulk Items per Square Foot	\$ 0.50	\$ 0.50
MISCELLANEOUS RATES		
Mileage Rate (per mile)	\$ 8.00	\$ 8.00
Removal of Stolen Component Parts	\$ 82.00	\$ 80.00
Removal of Bulk Items	\$ 145.50	\$ 142.00
Maximum Reimbursement for Salvage Vehicles	DNA	\$ 615.50

*Any other vehicle with a GVWR OF 10,001 lbs. and over will use the heavy-duty rate.

Approved by the Los Angeles Board of Police Commissioners
References: BPC #21-195 and BPC #21-229

EXHIBIT C

RESUMES

Page has been redacted.

Page has been redacted.

Page has been redacted.

Page has been redacted.

Page has been redacted.

EXHIBITS

Page has been redacted.

Page has been redacted.

NAME/POSITION	DRIVER'S LIC NO.	CLASS	EXPIRATION DATE
CECILIO NUNEZ / GENERAL MANAGER			
FELIX RANGEL / ASSISTANT MANAGER			
PATRICIA RODRIGUEZ / ASSISTANT MANAGER			
RICHARD LOPEZ / ASSISTANT MANAGER			
RUBEN RENDON / DRIVER			
MARIO ZELADA / DRIVER			
PETER NUNEZ / DRIVER			
SAUL FAVELA / DRIVER			
FRANK SAUCEDO / DRIVER			
EMILIO ROCHIN / DRIVER			
MARCO GONZALEZ / DRIVER			
GABRIEL RIOS / DRIVER			
ANGEL VELASCO / DRIVER			
RICARDO NUNEZ / DRIVER			
NORBERTO ANGEL / DRIVER			
FILIBERTO HERNANDEZ / DRIVER			
CHRISTOPHER TALAMANTES / DRIVER			
ALFRED MORENO III / DISPATCHER			
ARLEEN ROCHIN / DISPATCHER			
ROSA CARILLO / DISPATCHER			
BRIANA ROSE MORALES / DISPATCHER			
DAVID VILLA / DISPATCHER			
ALEXANDER ANGEL / DISPATCHER			
AIDA NUNEZ / DISPATCHER			
SALVADOR CHAVEZ / YARDMAN			
RAUL CORTEZ JR / YARDMAN			

Fees :

For specialized equipment (Rotator) as follow.

Rotator and Recovery fee \$650.00 an hour

Towing fees for the City of Vernon Vehicles fee: Free within a 10 mile radius from the city of Vernon. Lock outs, jump starts, tire changes are free.

Heavy duty \$100.00 an hour

Medium duty \$75.00 an hour

Light duty \$50.00 an hour

ROTATIONAL TOW

** TRUCK LIST **

TOWWERKS LLC. DbA. VIERTELS TOWING

UNIT#	LICENSE #	YEAR	MAKE	CLASS	AXLES	GVWR	TYPE
4971		2015	KENWORTH	A	1	26,000	CAR CARRIER
8523		2020	KENWORTH	A	1	26,000	CAR CARRIER
7790		2021	KENWORTH	A	1	26,000	CAR CARRIER
3882		2012	FORD	A	1	26,000	CAR CARRIER
2100		2016	HINO	A	1	26,000	CAR CARRIER
3254		2019	HINO	A	1	26,000	CAR CARRIER
2871		2010	HINO	A	1	26,000	CAR CARRIER
2873		2010	HINO	A	1	26,000	CAR CARRIER
4241		2020	HINO	A	1	26,000	CAR CARRIER
4379		2021	PETERBILT	A	1	26,000	CAR CARRIER
4463		2011	DODGE	A	1	20,000	WHEEL LIFT
2646		2021	DODGE	A	1	20,000	WHEEL LIFT
5869		1997	GMC	A	1	20,000	WHEEL LIFT
6210		2002	FORD	A	1	15,000	WHEEL LIFT
8739		2018	PETERBILT	D	3	54,999	WRECKER
3208		2022	KENWORTH	D	4	50,100	ROTATOR





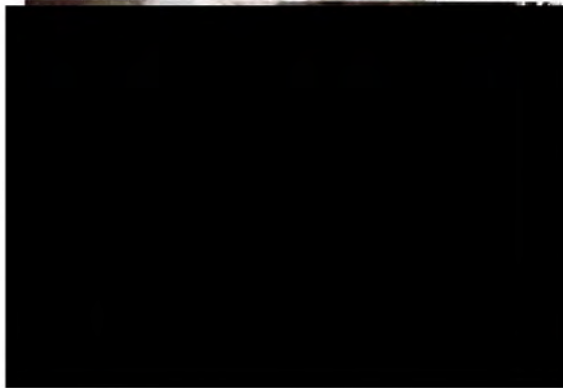


EXHIBIT B
THE EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

- A. Franchisee certifies and represents that, during the performance of this Agreement, the Franchisee 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. Franchisee further certifies that it will not maintain any segregated facilities.
- B. Franchisee agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Franchisee, 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. Franchisee 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. Franchisee 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.

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

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

PRE# 3607815

SUMMARY OF ORDINANCE No. 1284

Ordinance No. 1284 grants a non-exclusive police towing franchise to Mr. C's Towing of South Gate, Inc. Ordinance No. 1284 was introduced by the Vernon City Council at its regular meeting on July 19, 2022. Second reading and adoption of the ordinance are scheduled for the Regular City Council meeting on August 2, 2022, at City Hall, 4305 Santa Fe Avenue, Vernon, California. The full text of Ordinance No. 1284 is on file in the City Clerk Department.
Posted: Wednesday, July 20, 2022
7/28/22

PRE-3607815#
HUNTINGTON PARK BULLETIN

COPY OF NOTICE

Notice Type: ORD ORDINANCE PUBLICATION

Ad Description

Ordinance No. 1284 Mr. C's Towing Agreement Introduction

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):

07/28/2022

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



CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (800) 788-7840 / Fax (800) 464-2839
Visit us @ www.LegalAdstore.com

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

PRE# 3607816

SUMMARY OF ORDINANCE No. 1285

Ordinance No. 1285 grants a non-exclusive police towing franchise to Towwerks, LLC (dba Viertel's Central/Northeast Division). Ordinance No. 1285 was introduced by the Vernon City Council at its regular meeting on July 19, 2022. Second reading and adoption of the ordinance are scheduled for the Regular City Council meeting on August 2, 2022, at City Hall, 4305 Santa Fe Avenue, Vernon, California. The full text of Ordinance No. 1285 is on file in the City Clerk Department.
Posted: Wednesday, July 20, 2022
7/28/22

PRE-3607816#
HUNTINGTON PARK BULLETIN

COPY OF NOTICE

Notice Type: ORD ORDINANCE PUBLICATION

Ad Description

Ordinance No. 1285 Towwerks's LLC Towing Agreement Introduction

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):

07/28/2022

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



City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: August 2, 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 (AB 361) 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.

If the City Council determines the need to conduct meetings remotely still exists, the City Council should ratify the findings in Resolution No. 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.

DocuSigned by:

Melissa Ybarra

C0A5DCE4B14F4FA...

MELISSA YBARRA, Mayor

ATTEST:

DocuSigned by:

Lisa Pope

9F43A1B0C2E44A8...

LISA POPE, City Clerk

(seal)

APPROVED AS TO FORM:

DocuSigned by:

Zaynah N. Moussa

CCF8BAD44CED46E...

ZAYNAH N. MUUSSA, Interim City Attorney

I CERTIFY THAT THE FOREGOING RESOLUTION NO. 2021-36 was passed and adopted by the City Council of the City of Vernon at the Regular meeting on October 21, 2021 by the following vote:

AYES: 4 Council Members: Lopez, Merlo, Davis, Ybarra

NOES: 0

ABSENT: 1 Council Member: Larios

ABSTAIN: 0

DocuSigned by:

Lisa Pope

9F43A1B0C2E44A8...

LISA POPE, City Clerk

(seal)

City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: August 2, 2022

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 91, for the period of July 3 through July 16, 2022, totaling \$9,100,269.42 and consisting of ratification of electronic payments totaling \$8,941,191.72 and ratification of the issuance of early checks totaling \$159,077.70.

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. 91 covering claims and demands presented during the period of July 3 through July 16, 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. 91, totals \$9,100,269.42. 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. 91.

Attachments:

1. [Operating Account Warrant Register No. 91](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

I hereby cer. fy 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

Sco Williams
Director of Finance/City Treasurer

Date: 7/27/2022

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. 91
AUGUST 2, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 5,300.00	Traffic Signal Maintenance	15940		07/06/2022	13195	\$ 5,300.00
006004 - PATRICK CAM	011.1031.596500	\$ 15.89	Crisis Intervention & Behavioral Health	062122		07/06/2022	13196	\$ 15.89
000804 - LB JOHNSON HARDWARE CO #1	011.1049.520000	\$ 14.85	Small Tools, Plumbing & Building	121382	011.0014915	07/06/2022	13197	\$ 59.69
	011.1046.520000	\$ 16.39	Small Tools, Plumbing & Building	121500	011.0014915			
	011.1049.520000	\$ 28.45	Small Tools, Plumbing & Building	121501	011.0014915			
006950 - MANNINO, NICHOLAS	011.1031.596500	\$ 23.85	Use of Force	050322		07/06/2022	13198	\$ 23.85
006687 - NDS	011.1004.520000	\$ 5,000.00	Postage Replenishment	2175		07/06/2022	13199	\$ 5,316.96
	011.1004.520000	\$ 316.96	Postage Replenishment	802360				
006628 - REDONA, BRYAN	011.1031.596500	\$ 12.27	Crisis Intervention & Behavioral Health	050922		07/06/2022	13200	\$ 12.27
006870 - CARLOS SALDANA	011.1031.596500	\$ 23.85	Use of Force	050322(2)		07/06/2022	13201	\$ 23.85
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,508.66	TPA Fees 07/22	IVC28644		07/06/2022	13202	\$ 6,508.66
001444 - COUNTY OF LOS ANGELES	011.1033.596200	\$ 1,275,735.34	Fire Proteco n Services~	C0010487		07/06/2022	13203	\$ 1,415,278.41
	011.1033.596200	\$ 112,025.47	Fire Proteco n Services~	C0010487				
	011.1033.596200	\$ 27,517.60	Fire Proteco n Services~	C0010487				
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 27,918.61	Potable & Recycled Water	VERMAY22		07/07/2022	13204	\$ 27,918.61

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
005490 - CINTAS CORPORATION	011.1043.540000	\$ 426.23	Uniforms	4123997529		07/07/2022	13205	\$ 426.23
006637 - RUSHER AIR CONDITIONING	055.9190.590000	\$ 350.00	Air Condio ner Maintenance	2089465		07/07/2022	13206	\$ 350.00
006975 - THE ARROYO GROUP	011.1041.595200	\$ 9,292.10	West-Side Project Specific Plan	1002117		07/07/2022	13207	\$ 9,292.10

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 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	\$ 0.47	Initial Charges 06/22	202207053155794 886				
	055.9200.450340	\$ 132.00	Recalculation Charges 07/21	202207053155794 886				
	055.9200.500150	\$ 0.03	Recalculation Charges 07/21	202207053155794 886				
	055.9200.500150	\$ 627,725.91	Initial Charges 06/22	202207053155794 904				
	055.9200.500170	\$ 64,074.88	Initial Charges 06/22	202207053155794 904				
	055.9200.500190	\$ 13,013.22	Initial Charges 06/22	202207053155794 904				
	055.9200.500210	\$ 10,069.81	Initial Charges 06/22	202207053155794 904				
	055.9200.500150	\$ 4,010.90	Recalculation Charges 09/19	202207053155794 904				
	055.9200.500170	\$ 3.18	Recalculation Charges 09/19	202207053155794 904				
	055.9200.500190	\$ -105.87	Recalculation Charges 09/19	202207053155794 904				
	055.9200.500150	\$ -7,860.25	Recalculation Charges 03/22	202207053155794 904				
	055.9200.500190	\$ -1,197.06	Recalculation Charges 03/22	202207053155794 904				
	055.9200.500170	\$ 2,092.83	Recalculation Charges 03/22	202207053155794 904				
	055.9200.500150	\$ 15,593.91	Recalculation Charges 07/21	202207053155794 904				
	055.9200.500170	\$ 683.94	Recalculation Charges 07/21	202207053155794 904				
	055.9200.500180	\$ 61.33	Recalculation Charges 07/21	202207053155794 904				
	055.9200.500190	\$ 931.92	Recalculation Charges 07/21	202207053155794 904				
						07/08/2022	13208	\$ 729,231.15

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006004 - PATRICK CAM	011.1026.596800	\$ 1,420.00	Tuio n Reimbursement	063022		07/08/2022	13209	\$ 1,420.00
000947 - DAILY JOURNAL CORPORATION	011.1003.550000	\$ 90.00	Publication Services	B3599135				
	011.1003.550000	\$ 90.00	Publication Services	B3599257		07/08/2022	13210	\$ 180.00
007353 - EXTENDED OFFICE SOLUTIONS, INC	011.9019.590110	\$ 476.53	Addio nal PRI Line	12315		07/08/2022	13211	\$ 476.53
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 696.43	UST Compliance Services	18742		07/08/2022	13212	\$ 696.43
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$ 170.50	Physical Gas	622001688006				
	055.9200.596200	\$ 1,079.50	OTC Commission Adjustment	622001688088		07/08/2022	13213	\$ 1,250.00
006886 - JACOBS ENGINEERING GROUP, INC	055.9000.596200	\$ 34,888.75	Env Compliance Support Services	D3404500022		07/08/2022	13214	\$ 34,888.75

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 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	055.9190.520000	\$ 1,531.44	Hardware Supplies~	77779932	055.0002929			
	055.9190.520000	\$ 66.34	Hardware Supplies~	77874305	055.0002929			
	055.9190.520000	\$ 458.67	Hardware Supplies~	77963736	055.0002929			
	055.9190.520000	\$ 158.31	Hardware Supplies~	78036048	055.0002929			
	055.9190.520000	\$ 251.51	Hardware Supplies~	78036651	055.0002929			
	055.9190.520000	\$ 67.03	Hardware Supplies~	78159805	055.0002929			
	055.9190.520000	\$ 796.37	Hardware Supplies~	78413738	055.0002929			
	055.9190.520000	\$ 257.43	Hardware Supplies~	78415481	055.0002929			
	055.9190.520000	\$ 160.25	Hardware Supplies~	78436769	055.0002929			
	055.9190.520000	\$ -286.65	Hardware Supplies~	78557297	055.0002929			
	055.9190.520000	\$ -172.02	Hardware Supplies~	78637628	055.0002929			
	055.9190.520000	\$ 859.17	Hardware Supplies~	78946600	055.0002929			
						07/08/2022	13215	\$ 4,147.85
005632 - NATIONAL AUTO FLEET GROUP	011.1031.840000	\$ 33,723.86	2022 Ford Ranger XL 4WD SuperCrew~	WF3625	011.0015235			
	011.1031.840000	\$ 8.75	Tire Fee	WF3625	011.0015235			
	011.1031.840000	\$ 984.78	Freight	WF3625	011.0015235			
	011.1031.840000	\$ 3,457.59	Sales Tax 10.25	WF3625				
						07/08/2022	13216	\$ 38,174.98
005044 - RONS MAINTENANCE, INC	011.1043.590000	\$ 20,808.00	Catch Basin Cleaning~	497				
						07/08/2022	13217	\$ 20,808.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
003601 - CALIFORNIA, INC. UNITED SITE S	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412171346				
	011.1049.590000	\$ 134.92	Portable Restroom Service~	11412370811				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412455239				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412455466				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412492959				
	011.1049.590000	\$ 428.58	Portable Restroom Service~	11412493545				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412543767				
	011.1049.590000	\$ 428.58	Portable Restroom Service~	11412589718				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412632930				
	011.1049.590000	\$ 745.25	Portable Restroom Service~	11412657061				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412712553				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412788373				
	011.1049.590000	\$ 2,700.00	Portable Restroom Service~	11412884205				
	011.1049.590000	\$ 428.58	Portable Restroom Service~	11412906436				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11412942789				
	011.1049.590000	\$ 857.16	Portable Restroom Service~	11413077642				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11413097589				
	011.1049.590000	\$ 857.16	Portable Restroom Service~	11413146372				
	011.1049.590000	\$ 111.59	Portable Restroom Service~	11413169990				
						07/08/2022	13218	\$ 7,807.72
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1049.596200	\$ 102.00	Disposal & Recycling Services	26X09470				
	011.1049.596200	\$ 1,227.02	Disposal & Recycling Services	26X09471				
	011.1048.596200	\$ 102.00	Disposal & Recycling Services	26X09473				
	011.1049.596200	\$ 319.00	Disposal & Recycling Services	26X09474				
	011.1049.596200	\$ 227.00	Disposal & Recycling Services	26X09478				
						07/14/2022	13219	\$ 1,977.02

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 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	011.1049.520000	\$ 32.84	Small Tools, Plumbing & Building	121761	011.0014915			
	011.1049.520000	\$ 32.84	Small Tools, Plumbing & Building	121762	011.0014915	07/14/2022	13220	\$ 65.68
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 3,627.54	Landscape Maintenance 06/22	98326		07/14/2022	13221	\$ 3,627.54
000016 - MOTOROLA SOLUTIONS, INC	011.1031.850000	\$ 72,480.24	APX8500 ALL BAND MP MOBILE~	1162347179	011.0015095			
	011.1031.850000	\$ 1,584.00	3 Year Essential Svc	1162347179	011.0015095			
	011.1031.850000	\$ 7,429.22	Sales Tax 10.25	1162347179				
	011.1031.850000	\$ 7,050.00	P25 KVL 5000 Encrypto n Key Loader~	1187078437	011.0015095			
	011.1031.850000	\$ 722.63	Sales Tax 10.25	1187078437		07/14/2022	13222	\$ 89,266.09
003332 - P&F DISTRIBUTORS	056.5600.590000	\$ 420.00	Supplies~	158745IN	056.0000662			
	056.5600.590000	\$ 36.75	Sales Tax 8.75	158745IN				
	056.5600.590000	\$ 6.85	Finance Charge	JUL0616FC		07/14/2022	13223	\$ 463.60
005490 - CINTAS CORPORATION	055.9190.540000	\$ 181.33	Uniforms	4120613698				
	056.5600.540000	\$ 74.29	Uniforms	4120613698				
	020.1084.540000	\$ 157.69	Uniforms	4120613698				
	055.8000.540000	\$ 27.16	Uniforms	4120613698				
	055.8100.540000	\$ 194.30	Uniforms	4120613698				
	011.1043.540000	\$ 241.41	Uniforms	4124631159		07/14/2022	13224	\$ 876.18
006526 - ACCESSIBLE CONSTRUCTION	011.1048.520000	\$ 2,280.24	Ramp~	ADI060131	011.0015327			
	011.1048.520000	\$ 1,550.00	Handrail~	ADI060131	011.0015327			
	011.1048.520000	\$ 0.01	Ramp~	ADI060131	011.0015327			
	011.1048.520000	\$ 394.53	Sales Tax 10.25	ADI060131		07/15/2022	13225	\$ 4,224.78

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001490 - ALL CITY MANAGEMENT SERVICES	011.1070.596200	\$ 2,063.07	School Crossing Guard Services	78303		07/15/2022	13226	\$ 2,063.07
006890 - ALLIANT INSURANCE SERVICES, IN	011.1026.594200	\$ 18,500.01	Brokerage & Consuln g Services	1843783		07/15/2022	13227	\$ 18,500.01
005506 - BEST BEST & KRIEGER, LLP	011.1024.593200	\$ 291.55	Re: 5122 S. Atlanc Bo ulevard	941110		07/15/2022	13228	\$ 291.55
002412 - CALIFORNIA ISO	055.9200.500150	\$ 178.86	Inial Ch arges 12/20	202207123155840807				
	055.9200.500190	\$ 0.30	Inial Ch arges 12/20	202207123155840807				
	055.9200.500170	\$ -590.27	Inial Ch arges 12/20	202207123155840807				
	055.9200.500150	\$ -5,040.59	Recalculation Charges 09/19	202207123155840807				
	055.9200.500180	\$ -60.85	Recalculation Charges 09/19	202207123155840807				
	055.9200.500190	\$ -987.34	Recalculation Charges 09/19	202207123155840807				
	055.9200.500170	\$ 393.18	Recalculation Charges 09/19	202207123155840807				
	055.9200.500150	\$ 1,010,249.77	Recalculation Charges 06/22	202207123155840807				
	055.9200.500170	\$ 62,991.16	Recalculation Charges 06/22	202207123155840807				
	055.9200.500190	\$ 7,842.72	Recalculation Charges 06/22	202207123155840807				
	055.9200.500210	\$ 12,288.08	Recalculation Charges 06/22	202207123155840807		07/15/2022	13229	\$ 1,087,265.02
003975 - CNS ENGINEERS, INC	011.2043.900000	\$ 9,025.46	Consuln g Services~	801768				
	011.1043.900000	\$ 2,256.36	Consuln g Services~	801768		07/15/2022	13230	\$ 11,281.82

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
006660 - GRAFIX SYSTEMS	011.1031.570000	\$ 547.02	Digital Print Services	30163		07/15/2022	13231	\$ 547.02
003701 - RAFAEL LANDA	011.1026.596500	\$ 1,377.00	Tuio n Reimbursement	062322		07/15/2022	13232	\$ 1,377.00
003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 2,133.12	Internet Access Services	296258329		07/15/2022	13233	\$ 2,133.12
006687 - NDS	011.1004.520000	\$ 345.30	Postage Replenishment	803475		07/15/2022	13234	\$ 345.30
003902 - EDWIN OCHOA	055.9000.596700	\$ 30.00	Meals / SCCPA Event ~	071122		07/15/2022	13235	\$ 30.00
002517 - SO CAL PUBLIC POWER AUTHORITY	055.9000.596200	\$ 18,298.00	Resoluo n Billing	0722		07/15/2022	13236	\$ 25,597.46
	055.9200.596200	\$ 6,099.46	Resoluo n Billing	0722				
	055.9000.596700	\$ 1,200.00	Resoluo n Billing	0722				
000403 - VELASQUEZ, RICHARD	011.1031.540000	\$ 300.00	Reserve Officer Stipend 06/22	071222		07/15/2022	13238	\$ 300.00
001695 - VULCAN MATERIALS CO	011.1043.520000	\$ 642.58	Paving Materials~	73249727	011.0014989	07/15/2022	13239	\$ 1,926.91
	011.1043.520000	\$ 545.74	Paving Materials~	73249728	011.0014989			
	011.1043.520000	\$ 199.41	Paving Materials~	73251910	011.0014989			
	011.1043.520000	\$ 539.18	Paving Materials~	73314654	011.0014989			

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007110 - WATERLINE TECHNOLOGIES, INC	020.1084.500140	\$ 1,131.17	Sodium Hypochlorite Soluo n	5584789				
	020.1084.500140	\$ 207.27	Sodium Hypochlorite Soluo n	5586213				
	020.1084.500140	\$ 273.60	Sodium Hypochlorite Soluo n	5586214				
	020.1084.500140	\$ 248.72	Sodium Hypochlorite Soluo n	5586215				
	020.1084.500140	\$ 132.65	Sodium Hypochlorite Soluo n	5586217				
	020.1084.500140	\$ 373.09	Sodium Hypochlorite Soluo n	5586218				
	020.1084.500140	\$ 207.27	Sodium Hypochlorite Soluo n	5588827				
	020.1084.500140	\$ 207.27	Sodium Hypochlorite Soluo n	5588828				
	020.1084.500140	\$ 248.72	Sodium Hypochlorite Soluo n	5588829				
	020.1084.520000	\$ 207.27	Sodium Hypochlorite Soluo n	5588830				
	020.1084.500140	\$ 207.27	Sodium Hypochlorite Soluo n	5588831				
	020.1084.500140	\$ 207.27	Sodium Hypochlorite Soluo n	5588832				
	020.1084.500140	\$ 273.60	Sodium Hypochlorite Soluo n	5588835				
	020.1084.500140	\$ 207.27	Sodium Hypochlorite Soluo n	5590728				
						07/15/2022	13240	\$ 4,132.44
007400 - GLOBAL TEST SUPPLY, LLC	056.5600.520000	\$ 2,828.66	Equipment Parts and Materials	34620900				
	056.5600.520000	\$ -2,698.08	Equipment Parts and Materials	34809400				
	056.5600.520000	\$ 2,325.17	Equipment Parts and Materials	34825300				
						07/15/2022	13241	\$ 2,455.75
003049 - PETRELLI ELECTRIC, INC	055.9100.900000	\$ 567,613.42	Electric Service Maintenance 06/22	220208				
	057.1057.900000	\$ 9,467.48	Electric Service Maintenance 06/22	220208				
	055.8300.590000	\$ 2,311,748.50	Electric Service Maintenance 06/22	220208				
	055.8000.590000	\$ 27,413.50	Electric Service Maintenance 06/22	220208				
	057.1057.590000	\$ 1,845.44	Electric Service Maintenance 06/22	220208				
	020.1084.900000	\$ 13,055.68	Electric Service Maintenance 06/22	220208				
	055.9100.900000	\$ 646,700.52	Bond Projects	220208				
	055.200400	\$ 1,728,237.56	Data Center #1 Labor & Equipment	220208				
	055.200400	\$ 6,459.04	Data Center #2 Labor & Equipment	220208				
						07/15/2022	13242	\$ 5,312,541.14

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007062 - RUSSELL WESTBROOK CDJR	055.8100.900000	\$ 50,995.00	NEW 2021 RAM 3500 SERVICE TRUCK~	RM212977	055.0002996			
	055.8100.900000	\$ 85.00	DOCUMENT PROCESSING CHARGE	RM212977	055.0002996			
	055.8100.900000	\$ 1,495.00	THEFT PATROL	RM212977	055.0002996			
	055.8100.900000	\$ 995.00	JM&A ETCH	RM212977	055.0002996			
	055.8100.900000	\$ 31.00	ELECTRONIC VEHICLE REGISTRATION	RM212977	055.0002996			
	055.8100.900000	\$ 348.00	VEHICLE LICENSE FEES (ESTIMATED)	RM212977	055.0002996			
	055.8100.900000	\$ 552.00	REGISTRATION / TRANSFER / TILLING FEES	RM212977	055.0002996			
	055.8100.900000	\$ 10.50	CALIFORNIA TIRE FEES	RM212977	055.0002996			
	055.8100.900000	\$ 332.00	SPECIAL INTEREST LICENSE PLATE FEE	RM212977	055.0002996			
	055.8100.900000	\$ -1,000.00	REBATE	RM212977	055.0002996			
	055.8100.900000	\$ 5,388.94	Sales Tax 10.25	RM212977				
						07/14/2022	13243	\$ 59,232.44
002190 - OFFICE DEPOT	011.1031.520000	\$ 305.84	Office Supplies	241729152001				
	011.1026.520000	\$ 46.10	Office Supplies	245068221001				
	011.1026.520000	\$ 41.88	Office Supplies	245075566001				
	011.1031.520000	\$ 463.63	Office Supplies	248496590001				
	011.1031.520000	\$ 50.21	Office Supplies	248532836001				
						07/13/2022	13244	\$ 907.66
001617 - UPS	011.1041.520000	\$ 36.00	Period: 06/22	933312252(2)				
	011.1041.520000	\$ 81.04	Period: 06/22	933312262(2)				
	011.1041.520000	\$ 38.15	Period: 07/22	933312272(2)				
						07/13/2022	13245	\$ 155.19
TOTAL ELECTRONIC								\$ 8,941,191.72

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007398 - ACTIVECAMPAIGN, LLC	011.9019.520010	\$ 2,508.00	Professional Plan ~	2804	011.0015328	07/07/2022	609443 \$	2,508.00
001948 - AT&T	011.9019.560010	\$ 834.26	Period: 03/20/21 - 04/19/21	042022(2)		07/07/2022	609444 \$	834.26
001948 - AT&T	055.9200.560010	\$ 152.00	Period: 03/19/22 - 04/18/22	2688469608		07/07/2022	609445 \$	152.00
004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ 557.27	Vehicle Batteries~	7722922	011.0014856	07/07/2022	609446 \$	1,009.82
	011.1046.520000	\$ 118.88	Vehicle Batteries~	7733462	011.0014856			
	011.1046.520000	\$ 333.67	Vehicle Batteries~	7741226	011.0014856			
005366 - BLACK & WHITE EMERGENCY VEHICL	011.1031.570000	\$ 100.00	Vehicle Repairs	4543		07/07/2022	609447 \$	100.00
003037 - SECRETARY FOR ENV. PROTECTION	011.240010	\$ 120.00	4th Qtr FY 21/22 Surcharge Transmi al	070522		07/07/2022	609448 \$	4,518.00
	011.240020	\$ 4,398.00	4th Qtr FY 21/22 Surcharge Transmi al	070522				
000818 - CAMINO REAL CHEVROLET	011.1046.520000	\$ 45.75	Auto Parts~	75377	011.0014857	07/07/2022	609449 \$	348.58
	011.1046.520000	\$ 302.83	Auto Parts~	75519	011.0014857			
004163 - CENTRAL FORD	011.1046.520000	\$ 10.32	Auto Parts~	391011	011.0014859	07/07/2022	609450 \$	104.65
	011.1046.520000	\$ 94.33	Auto Parts~	391116	011.0014859			
006696 - FACTORY MOTOR PARTS	011.1046.520000	\$ 330.68	Auto Parts~	109777817	011.0014862	07/07/2022	609451 \$	2,613.64
	011.1046.520000	\$ 1,166.16	Auto Parts~	124714147	011.0014862			
	011.1046.520000	\$ 1,116.80	Auto Parts~	167111314	011.0014862			

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003489 - FLORENCE FILTER CORPORATION	011.1049.520000	\$ 216.00	Filter~	121300IN	011.0015265			
	011.1049.520000	\$ 78.00	Filter~	121300IN	011.0015265			
	011.1049.520000	\$ 156.00	Filter~	121300IN	011.0015265			
	011.1049.520000	\$ 110.21	Freight	121300IN	011.0015265			
	011.1049.520000	\$ 46.14	Sales Tax 10.25	121300IN				
						07/07/2022	609452	\$ 606.35
000399 - GARVEY EQUIPMENT COMPANY	011.1046.520000	\$ 114.09	Auto Parts & Accessories~	146576	011.0014858			
						07/07/2022	609453	\$ 114.09
001712 - GRAINGER, CO	011.1049.520000	\$ 254.96	Building Hardware~	9338366314	011.0014914			
	011.1049.520000	\$ 630.79	Building Hardware~	9346584346	011.0014914			
						07/07/2022	609454	\$ 885.75
004239 - HSA BANK	011.1004.502030	\$ 500.00	Employer Contribution 07/01/22	062322(2)				
	011.1060.502030	\$ 500.00	Employer Contribution 07/01/22	062322(2)				
						07/07/2022	609455	\$ 1,000.00
004239 - HSA BANK	011.1060.502030	\$ 250.00	Employer Contribution 06/01/22~	062322				
						07/07/2022	609456	\$ 250.00
005093 - JCL TRAFFIC SERVICES	011.1043.520000	\$ 3,762.00	Orange Cones~	113787	011.0015295			
	011.1043.520000	\$ 62.88	Finance Charge	113787	011.0015295			
	011.1043.520000	\$ 40.00	Freight	113787	011.0015295			
	011.1043.520000	\$ 389.71	Sales Tax 10.25	113787				
						07/07/2022	609457	\$ 4,254.59
007394 - KC POWER CLEAN INC	011.1043.596200	\$ 850.00	Graffi R emoval	27609				
	011.1043.596200	\$ 9,000.00	Graffi R emoval	27625				
						07/07/2022	609458	\$ 9,850.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 253.60	Tires, Accessories & Repairs~	21891	011.0014863			
	011.1046.520000	\$ 532.60	Tires, Accessories & Repairs~	5795	011.0014863			
	011.1046.520000	\$ 386.75	Tires, Accessories & Repairs~	5800	011.0014863			
	011.1046.520000	\$ 649.55	Tires, Accessories & Repairs~	5855	011.0014863			
	011.1046.520000	\$ 45.00	Tires, Accessories & Repairs~	5905	011.0014863			
	011.1046.520000	\$ 122.20	Tires, Accessories & Repairs~	5907	011.0014863			
						07/07/2022	609459	\$ 1,989.70
002316 - MITECH CONTROLS	055.9190.520000	\$ 6,265.67	Parts & Supplies~	66392	055.0002937			
	055.9190.520000	\$ 425.33	Parts & Supplies~	66420	055.0002937			
						07/07/2022	609460	\$ 6,691.00
000309 - NAPA AUTO PARTS	011.1046.520000	\$ 74.85	Auto Parts & Accessories~	141768	011.0014864			
	011.1046.520000	\$ 104.99	Auto Parts & Accessories~	142015	011.0014864			
	011.1046.520000	\$ 24.02	Auto Parts & Accessories~	142235	011.0014864			
	011.1046.520000	\$ 166.48	Auto Parts & Accessories~	142862	011.0014864			
	011.1046.520000	\$ 51.36	Auto Parts & Accessories~	143015	011.0014864			
	011.1046.520000	\$ 51.36	Auto Parts & Accessories~	143016	011.0014864			
	011.1046.520000	\$ 205.90	Auto Parts & Accessories~	143196	011.0014864			
	011.1046.520000	\$ -205.90	Auto Parts & Accessories~	143252	011.0014864			
	011.1046.520000	\$ 251.85	Auto Parts & Accessories~	143465	011.0014864			
	011.1046.520000	\$ 78.97	Auto Parts & Accessories~	143621	011.0014864			
	011.1046.520000	\$ 180.98	Auto Parts & Accessories~	144727	011.0014864			
						07/07/2022	609461	\$ 984.86
005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 18.64	Auto Parts & Accessories~	3049406410	011.0014860			
	011.1046.520000	\$ 107.38	Auto Parts & Accessories~	3049409868	011.0014860			
	011.1046.520000	\$ -106.65	Auto Parts & Accessories~	3049409869	011.0014860			
	011.1046.520000	\$ 106.65	Auto Parts & Accessories~	3049410131	011.0014860			
	011.1046.520000	\$ 24.06	Auto Parts & Accessories~	3049410985	011.0014860			
						07/07/2022	609462	\$ 150.08

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
003782 - OURIQUE, CARLOS	011.1031.596500	\$ 238.48	Supervisory Course	062022		07/07/2022	609463	\$ 238.48
004111 - PACIFIC COMMERCIAL TRUCK BODY,	011.1046.520000	\$ 175.00	Materials Parts & Supplies	28274	011.0015254			
	011.1046.590000	\$ 920.00	Labor ~	28274	011.0015254			
	011.1046.520000	\$ 17.94	Sales Tax 10.25	28274		07/07/2022	609464	\$ 1,112.94
007278 - PRISM	011.1026.502030	\$ 903.21	Employee Assistance Program~	23400114		07/07/2022	609465	\$ 903.21
007252 - PURE PROCESS FILTRATION, INC	055.9100.596200	\$ 2,938.67	Filter Supplies~	76359	055.0002932			
	055.9190.500230	\$ 3,905.14	Filter Supplies~	76565	055.0002932	07/07/2022	609466	\$ 6,843.81
006612 - QUALIFIED MOBILE, INC	011.1046.590000	\$ 1,012.50	Car Wash Services	296405		07/07/2022	609467	\$ 1,012.50
007332 - READYREFRESH	055.9190.500230	\$ 176.30	Drinking Water Service	12A0030673719				
	055.9190.500230	\$ 653.74	Drinking Water Service	12B0030673719				
	055.9190.500230	\$ 265.97	Drinking Water Service	12C0030673719				
	055.9190.500230	\$ 81.38	Drinking Water Service	12D0030673719				
	055.9190.500230	\$ 3.00	Drinking Water Service	22D0030673719		07/07/2022	609468	\$ 1,180.39
000805 - RIO HONDO COLLEGE	011.1031.596700	\$ 228.00	Registrao n / C. Ourique	062022		07/07/2022	609469	\$ 228.00
005577 - SAN BERNARDINO COUNTY	011.1026.596200	\$ 2,297.43	WRIB Membership Renewal~	060922		07/07/2022	609470	\$ 2,297.43
001159 - SUSAN SAXE-CLIFFORD, PH.D.	011.1026.597000	\$ 400.00	Psychological Evaluao ns	2203173		07/07/2022	609471	\$ 400.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007294 - TDE	055.9190.590000	\$ 19,700.00	Installed Insulao n on Generators	323920295				
	055.9190.590000	\$ 14,455.00	Repairs on Generators	325320328				
						07/07/2022	609472	\$ 34,155.00
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 237.35	Sow are Subscripo n Charges	846288154		07/07/2022	609473	\$ 237.35
006371 - TIREHUB, LLC	011.1046.520000	\$ 952.18	Tires	27699741				
	011.1046.520000	\$ 1,332.72	Tires~	27755435	011.0015252			
	011.1046.590000	\$ 10.50	California Tire Fee	27755435	011.0015252			
	011.1046.520000	\$ 126.61	Sales Tax 9.5%	27755435				
	011.1046.520000	\$ -952.18	Tires	27755479				
						07/07/2022	609474	\$ 1,469.83
000883 - UNITED RENTALS (NORTH AMERICA)	011.1049.520000	\$ 794.83	Equipment & Tool Rental	207106775001		07/07/2022	609475	\$ 794.83
001481 - VERIZON WIRELESS	055.9000.560010	\$ 929.77	Period: 03/24/22 - 04/23/22	9904955869		07/07/2022	609476	\$ 929.77
000122 - AAA ELECTRIC MOTOR SALES	011.1049.520000	\$ 469.10	Replacement Motor	LSI62393		07/14/2022	609477	\$ 469.10
007276 - ALLIED UNIVERSAL JANITORIAL SE	011.1049.590000	\$ 10,656.18	Janitorial Services 06/22	12960527				
	011.1049.590000	\$ 4,512.74	Janitorial Day Porter Service 06/22	12960528				
						07/14/2022	609478	\$ 15,168.92
001752 - BENNETT-BOWEN & LIGHTHOUSE	011.1046.520000	\$ 1,575.00	Lights~	3019101	011.0015255			
	011.1046.520000	\$ 311.00	Switch Controller~	3019101	011.0015255			
	011.1046.520000	\$ 193.32	Sales Tax 10.25	3019101				
	011.1046.520000	\$ 1,381.60	LED Lights	3019277				
						07/14/2022	609479	\$ 3,460.92

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
000778 - CALIFORNIA WATER SERVICE CO.	011.1060.410240	\$ 1,930.00	Overpayment Refund~	071222		07/14/2022	609480	\$ 1,930.00
005490 - CINTAS CORPORATION	011.1043.540000	\$ 5.38	First Aid Kit Restock	5103628736				
	011.1047.540000	\$ 63.10	First Aid Kit Restock	5114089097		07/14/2022	609481	\$ 68.48
000331 - COMMERCIAL DOOR OF LOS ANGELES	011.1049.590000	\$ 4,948.88	Heavy Sliding Gate	20341		07/14/2022	609482	\$ 4,948.88
000310 - CRAIG WELDING SUPPLY, CO	011.1049.520000	\$ 172.94	Supplies & Refill Cylinders ~	645180	011.0014897	07/14/2022	609483	\$ 172.94
006191 - DATA TICKET, INC	011.1031.594200	\$ 309.69	Parking Citao n Processing Service	140170		07/14/2022	609484	\$ 309.69
003216 - DEPT OF INDUSTRIAL RELATIONS	020.1084.900000	\$ 3,500.00	Citao n~	070722		07/14/2022	609485	\$ 3,500.00
000414 - EXPRESS OIL CO	011.1046.590000	\$ 662.50	Hazardous Waste Management Services	2206206				
	011.1046.590000	\$ 150.00	Waste Oil Service Charge	2207016	011.0015237			
	011.1046.590000	\$ 94.50	Waste Oil Disposal	2207016	011.0015237			
	011.1046.590000	\$ 30.00	EPA E-Manifest Fee	2207016	011.0015237			
	011.1046.590000	\$ 50.00	Waste An F reeze	2207016	011.0015237	07/14/2022	609486	\$ 987.00
006925 - FLEETCREW, INC	011.1046.590000	\$ 85.00	Opacity Test	4840				
	011.1046.590000	\$ 135.00	Opacity Test	4841				
	011.1046.590000	\$ 85.00	Opacity Test	4842				
	011.1046.590000	\$ 85.00	Opacity Test	4843		07/14/2022	609487	\$ 390.00
007107 - GEOTAB USA, INC	011.1046.590000	\$ 750.50	GPS ProPlus Plan	310416		07/14/2022	609488	\$ 750.50

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007351 - GOLIATH GRAFFIX, LLC	055.9000.550000	\$ 4,900.00	Design~	4301	055.0002952	07/14/2022	609489 \$	4,900.00
001712 - GRAINGER, CO	011.1049.520000	\$ 347.86	Building Hardware~	9358700459	011.0014914			
	011.1049.520000	\$ 173.93	Building Hardware~	9360866710	011.0014914			
	011.1049.520000	\$ 210.24	Building Hardware~	9363086274	011.0014914	07/14/2022	609490 \$	732.03
004035 - GTO AUTO GLASS	011.1046.520000	\$ 145.00	Drivers Door Window~	WOI0505163	011.0015276			
	011.1046.590000	\$ 65.00	Labor to Replace Window	WOI0505163	011.0015276			
	011.1046.520000	\$ 13.78	Sales Tax 9.5%	WOI0505163		07/14/2022	609491 \$	223.78
001208 - INNER-TITE CORP.	055.8000.590000	\$ 974.40	Short Padlock ~	30007574	055.0002949			
	055.8000.590000	\$ 980.00	Barrel Lock~	30007574	055.0002949			
	055.8000.590000	\$ 395.00	Lock Assembly~	30007574	055.0002949			
	055.8000.590000	\$ 373.00	Lock Assembly~	30007574	055.0002949			
	055.8000.590000	\$ 369.00	Lock Assembly~	30007574	055.0002949			
	055.8000.590000	\$ 347.00	Lock Assembly~	30007574	055.0002949			
	055.8000.590000	\$ 147.49	Freight	30007574	055.0002949			
	055.8000.590000	\$ 352.44	Sales Tax 10.25	30007574		07/14/2022	609492 \$	3,938.33
007355 - JOHN CRANE INC	055.9190.590000	\$ 4,404.96	Seal Repair~	22A100052	055.0002953			
	055.9190.590000	\$ 451.51	Sales Tax 10.25	22A100052		07/14/2022	609493 \$	4,856.47
003272 - LANGUAGE LINE SERVICES, INC	011.1031.594200	\$ 174.44	Interpretat n Services	10574271		07/14/2022	609494 \$	174.44

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007293 - M&C TECHGROUP NORTH AMERICA	055.9190.596200	\$ 1,768.00	O-Ring Set~	4053194	011.0015152			
	055.9190.596200	\$ 125.20	Flowmeter~	4053194	011.0015152			
	055.9190.596200	\$ 2,000.00	Valve~	4053194	011.0015152			
	055.9190.596200	\$ 1,463.00	Flowmeter~	4053194	011.0015152			
	055.9190.596200	\$ 526.00	Rotameter~	4053194	011.0015152			
	055.9190.596200	\$ 118.00	Valve~	4053194	011.0015152			
	055.9190.596200	\$ 13.70	Connector~	4053194	011.0015152			
	055.9190.596200	\$ 11.00	Supplies~	4053194	011.0015152			
	055.9190.596200	\$ 60.00	Freight	4053194				
	055.9190.596200	\$ 617.55	Sales Tax 10.25	4053194		07/14/2022	609495	\$ 6,702.45
000870 - MAYWOOD CAR WASH	011.1031.570000	\$ 160.00	Car & Truck Wash Services~	1201	011.0014948	07/14/2022	609496	\$ 160.00
004539 - NEW CHEF FASHION, INC	011.1026.520000	\$ 26.50	Ladies Polo	1027844	011.0015207			
	011.1026.520000	\$ 27.68	Mens Twill Shirt	1027844	011.0015207			
	011.1026.520000	\$ 20.48	Mens Cotton Polo	1027844	011.0015207			
	011.1026.520000	\$ 182.80	Ladies 3/4 Sleeve Shirt	1027844	011.0015207			
	011.1026.520000	\$ 45.70	Ladies Pinpoint Oxford Shirt	1027844	011.0015207			
	011.1026.520000	\$ 20.48	Ladies Carefree Poplin Shirt~	1027844	011.0015207			
	011.1026.520000	\$ 33.17	Sales Tax 10.25	1027844				
	011.1026.520000	\$ 26.50	Ladies Polo	1028629	011.0015207			
	011.1026.520000	\$ 45.70	Ladies 3/4 Sleeve Shirt	1028629	011.0015207			
	011.1026.520000	\$ 7.40	Sales Tax 10.25	1028629				
	011.1026.520000	\$ 45.70	Ladies Pinpoint Oxford Shirt	1032552	011.0015207			
	011.1026.520000	\$ 4.68	Sales Tax 10.25	1032552				
						07/14/2022	609497	\$ 486.79

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004111 - PACIFIC COMMERCIAL TRUCK BODY,	011.1046.520000	\$ 195.00	Materials~	28320	011.0015279			
	011.1046.590000	\$ 280.00	Install New Crane Boom Rest	28320	011.0015279			
	011.1046.520000	\$ 19.99	Sales Tax 10.25	28320				
						07/14/2022	609498	\$ 494.99
007367 - POWERNET	011.9019.560010	\$ 693.94	Communicao n Services	43014988				
	011.9019.560010	\$ 618.54	Communicao n Services	43051761				
						07/14/2022	609499	\$ 1,312.48
001457 - QUINN COMPANY	011.1046.520000	\$ 440.00	Top Light~	PC810953615	011.0015277			
	011.1046.520000	\$ 41.80	Sales Tax 9.5%	PC810953615				
	011.1046.520000	\$ 14.70	Freight	PC810953616	011.0015277			
						07/14/2022	609500	\$ 496.50
000805 - RIO HONDO COLLEGE	011.1031.596700	\$ 208.00	Use of Force / N. Mannino	050322				
	011.1031.596700	\$ 208.00	Use of Force / C. Saldana	050322(2)				
						07/14/2022	609501	\$ 416.00
006985 - TERMINIX COMMERCIAL	011.1048.590000	\$ 69.00	Pest Control 06/22~	419629833				
	011.1049.590000	\$ 142.00	Pest Control 06/22~	422043836				
						07/14/2022	609502	\$ 211.00
000141 - THOMSON REUTERS - WEST	011.1024.596600	\$ 237.35	Sow are Subscripo n Charges	846610601				
						07/14/2022	609503	\$ 237.35
006132 - THYSSENKRUPP ELEVATOR CORPORAT	011.1049.590000	\$ 669.00	Elevator Service & Maintenance	3006671725				
						07/14/2022	609504	\$ 669.00
006997 - SESPE CONSULTING, INC	011.1060.595200	\$ 956.25	Environmental Remediation Services 06/22	1345371				
						07/14/2022	609505	\$ 956.25

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007366 - WOOD SMITH HENNING & BERMAN	011.9019.590110	\$ 1,918.50	Cyber Breach Coach	462901				
	011.9019.590110	\$ 2,016.00	Cyber Breach Coach	467831				
	011.9019.590110	\$ 1,709.00	Cyber Breach Coach	472157				
	011.9019.590110	\$ 2,351.00	Cyber Breach Coach	477267				
	011.9019.590110	\$ 1,190.00	Cyber Breach Coach	481141				
						07/14/2022	609506	\$ 9,184.50
TOTAL EARLY CHECKS								\$ 159,077.70

CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 91
AUGUST 2, 2022

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
011 - GENERAL	\$ 1,648,919.62	\$ 85,228.48	\$ 0.00	\$ 1,734,148.10
020 - WATER	45,264.42	3,500.00	0.00	48,764.42
055 - LIGHT & POWER	7,230,568.00	70,349.22	0.00	7,300,917.22
056 - NATURAL GAS	2,993.64	0.00	0.00	2,993.64
057 - FIBER OPTIC	13,446.04	0.00	0.00	13,446.04
GRAND TOTAL	<u>\$ 8,941,191.72</u>	<u>\$ 159,077.70</u>	<u>\$ 0.00</u>	<u>\$ 9,100,269.42</u>

TOTAL CHECKS TO BE PRINTED 0



City Council Agenda Item Report

Submitted by: Efren Peregrina
Submitting Department: Finance/Treasury
Meeting Date: August 2, 2022

SUBJECT

Redevelopment Agency Obligation Retirement Account Warrant Register

Recommendation:

Approve Redevelopment Agency Obligation Retirement Account Warrant Register No. 65, for the period of April 17 through July 16, 2022 and consisting of ratification of electronic payments totaling \$8,000.00.

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 Redevelopment Agency Obligation Retirement Account Warrant Register No. 65 covering claims and demands presented during the period of April 17 through July 16, 2022, drawn, or to be drawn, from East West Bank for City Council approval.

Fiscal Impact:

The fiscal impact of approving Redevelopment Agency Obligation Retirement Account Warrant Register No. 65, totals \$8,000.00. The Finance Department has determined that sufficient funds to pay such claims/demands, are available in the respective accounts referenced on RDA Obligation Retirement Account Warrant Register No. 65.

Attachments:

1. [Redevelopment Agency Obligation Retirement Account Warrant Register No. 65](#)



**CITY OF VERNON
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 65
AUGUST 2, 2022**

I hereby cer. fy 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.



Sco Williams
Director of Finance/City Treasurer

Date: 7/27/2022

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

CITY OF VERNON
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 65
AUGUST 2, 2022

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002533 - BANK OF NEW YORK MELLON	022.1022.594200	\$ 8,000.00	Administrat n & Audit Confirmation Fees	2522479120		06/30/2022	48	\$ 8,000.00
TOTAL ELECTRONIC								<u>\$ 8,000.00</u>

CITY OF VERNON
RDA OBLIGATION RETIREMENT ACCOUNT
WARRANT REGISTER NO. 65
AUGUST 2, 2022

RECAP BY FUND

FUND	ELECTRONIC TOTAL	EARLY CHECK TOTAL	WARRANT TOTAL	GRAND TOTALS
022 - VERNON REDEVELOPMENT AGENCY	\$ 8,000.00	\$ 0.00	\$ 0.00	\$ 8,000.00
GRAND TOTAL	<u>\$ 8,000.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 8,000.00</u>

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Submitted by: Cynthia Cano
Submitting Department: Public Works
Meeting Date: August 2, 2022

SUBJECT

Public Works Department Monthly Report

Recommendation:

Receive and file the June 2022 Building Report.

Background:

The attached building report consists of total issued permits, major projects, demolition permits, new building permits and certificate of occupancy status reports for the month of June 2022.

Fiscal Impact:

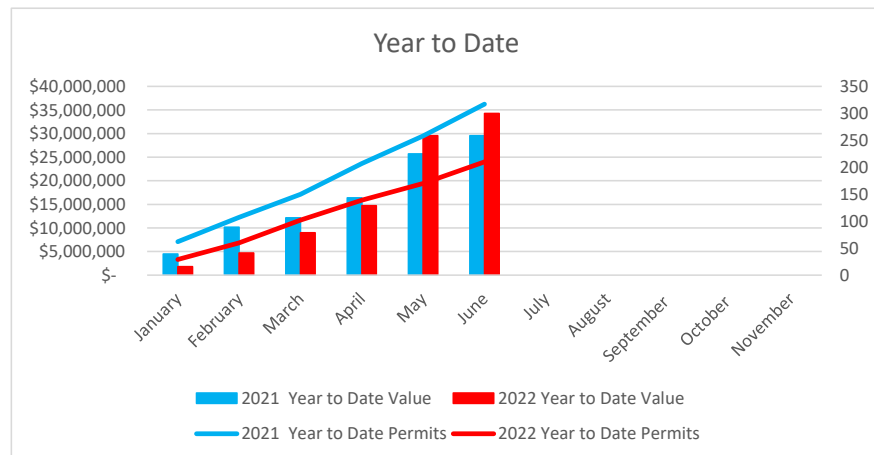
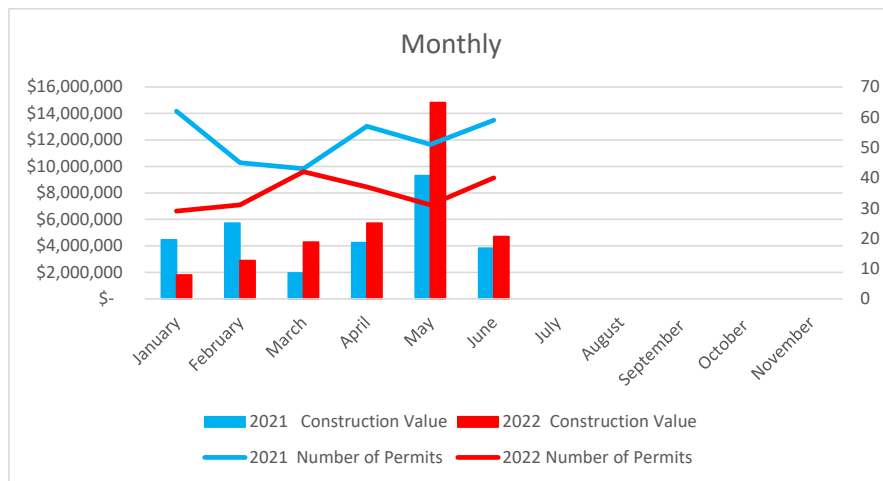
There is no fiscal impact associated with this report.

Attachments:

1. [Public Works Department June 2022 Building Report](#)

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

	2021				2022				Year to Date	
	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Construction Value	Number of Permits	Year to Date Value	Year to Date Permits	Permit Difference	Valuation Difference
January	\$ 4,464,611	62	\$ 4,464,611	62	\$ 1,813,324	29	\$ 1,813,324	29	-53%	-59%
February	\$ 5,711,149	45	\$ 10,175,760	107	\$ 2,895,873	31	\$ 4,709,197	60	-44%	-54%
March	\$ 1,966,225	43	\$ 12,141,985	150	\$ 4,291,667	42	\$ 9,000,864	102	-32%	-26%
April	\$ 4,257,030	57	\$ 16,399,015	207	\$ 5,714,278	37	\$ 14,715,141	139	-33%	-10%
May	\$ 9,312,090	51	\$ 25,711,105	258	\$ 14,819,034	31	\$ 29,534,176	170	-34%	15%
June	\$ 3,826,680	59	\$ 29,537,785	317	\$ 4,717,348	40	\$ 34,251,524	210	-34%	16%
July										
August										
September										
October										
November										
December										





**City of Vernon
Building Department
Monthly Report from 6/1/2022 to 6/30/2022**

Type	Value	# of Permits
Electrical	\$939,218.84	11
Industrial - Addition	\$465,000.00	1
Industrial - Remodel	\$240,000.00	4
Mechanical	\$630,000.00	2
Miscellaneous	\$707,765.84	8
Plumbing	\$60,000.00	6
Roof	\$1,675,363.00	8
June 2022 TOTALS PERMITS:	\$4,717,347.68	40
PREVIOUS MONTHS TOTAL	\$29,534,175.80	170
YEAR TO DATE TOTAL	\$34,251,523.50	210
June 2021 TOTALS PERMITS:	\$3,826,680.00	59
PREVIOUS MONTHS TOTAL	\$25,711,105.00	258
PRIOR YEAR TO DATE TOTAL	\$29,537,785.00	317



**City of Vernon
Building Department
New Buildings Report - June 2022**

None



City of Vernon
Building Department
Demolition Report - June 2022

None



**City of Vernon
Building Department
Major Projects from 6/1/2022 to 6/30/2022
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job Value
Electrical				
B-2022-5378	3305 26TH ST APN 5169034019		(4) new EV chargers plus new 200A meter/ main combo	24000
B-2022-5379	3285 26TH ST APN 5169033018		(4) new EV chargers plus new 200A meter/main combo	24000
B-2022-5396	5215 BOYLE AVE APN 6310009025		Large sorter power feed-10600 A @480v, 3ph. Confirmed with Petrelli Electric point of connection	561719
B-2022-5376	2709 37TH ST APN 6302002031		new lighting system for new parking lot	85000
B-2022-5252	2550 25TH ST APN 5168025028		Roof mount solar AC/DC 160.00kW/202.350kW, 426 modules, 2 inverters	146515.84
B-2022-5323	4625 DISTRICT BLVD APN 6304020035	Spec	Replace light fixtures with new LED new receptacles	50000
6	Record(s)			\$891,234.84
Industrial - Addition				
B-2022-5410	4906 ALCOA AVE APN 6303026010		New mezzanine addition, new demising walls, new driveway opening (Reminder to change this permit to INDUSTRIAL ADDITION after all fees are paid on this permit per Pepe) 6,543 + 4,457 = 11,000 sf.	465000
1	Record(s)			\$465,000.00
Industrial - Remodel				
B-2021-4627	2425 38TH ST APN 6302019022	First Hydro	Modification to existing building. fence installation, retail cabinets	80000
B-2022-5264	5383 ALCOA AVE APN 6310008016		Office remodeling for second floor.	55000
B-2022-5324	4625 DISTRICT BLVD APN 6304020035	Spec	3 new offices, new walls, paint, new T-bar aprox 500 sf	100000
3	Record(s)			\$235,000.00
Mechanical				
B-2022-5303	3220 26TH ST APN 6303002025		Installation of two new LX-250N low NOx Miura boilers and demolition of existing firetube boiler	600000
B-2022-5322	4625 DISTRICT AVE APN 6304020035	Spec	New HVAC ducting / no HVAC units	30000
2	Record(s)			\$630,000.00
Miscellaneous				
B-2022-5284	2900 44TH ST APN 6303014014		Structured repair to roof structure, truss	100000

B-2022-5253	2550 25TH ST APN 5168025028		Roof mount solar AC/DC 160.00kW/202.350kW, 426 modules, 2 inverters	146515.84
B-2022-5361	2306 38TH ST APN 6302015014		Demo lean to frame new fire rated door	30000
B-2022-5207	5503 BOYLE AVE APN 6310011001		Under AB2421 install a backup power generator as per plans for existing carrier to support both existing and future wireless equipment.	25000
B-2022-5226	4525 DISTRICT BLVD APN 6304020021		Foundation for 4 new silos	300000
B-2021-4646	2100 55TH ST APN 6308017042		Solar Photovoltaic Rooftop Solar 573.75 kW DC - 480 kW AC	100000
6	Record(s)			\$701,515.84
Plumbing				
B-2022-5321	4625 DISTRICT BLVD APN 6304020035	Spec	Replace exising fixtures with new	30000
1	Record(s)			\$30,000.00
Roof				
B-2022-5420	2570 25TH ST APN 5168025032		Perfrom roof maintenance with polyester fabric embedded in asphalt emulsion. Recoat with cool roof acrylic surfacing, no tear off (approximately 440 squares). ICC ESR #2871. CRRC #0656-0001. UL #TGFU: R11321	176086
B-2022-5400	6133 MALBURG WAY APN 6310027041		New coating system WC-1P-XE over existing BUR roof, replace existing skylights same type same locations	254000
B-2022-5380	4900 SOTO ST APN 6303023008		Install title 24 complaint tropical silicone coating system on existing roof on commercial building of approx 99,600 square feet. Prep work with tropical #9400 silicone mastic. Apply 2.5 gallons per 100 sq. ft. of tropical #924 silicone coating.	435000
B-2022-5394	4600 DISTRICT BLVD APN 6304019023		Coating project of 374 squares on top of existing roof install, apply sprayed 7 layer of tropical basse acrylic roof coating	112777
B-2022-5401	6011 MALBURG WAY APN 6310027045		New coating system WC 1P XE over BUR, replace existing skylights at same locations	172000
B-2022-5415	2250 52ND ST APN 6308016048		Install title 24 compliant white roof coating on 35,400 square feet on industrial building using 6 gallons emulsion. 1 ply polyester and 3 gallons of tropical 19 white roof coating	106500
B-2022-5386	4824 SANTA FE AVE APN 6308007012		Reroof back building	399000
7	Record(s)			\$1,655,363.00
26	Permit(s)		Total	\$4,608,113.68

City of Vernon
Certificate of Occupancy
Applications Date From 6/1/2022 to 6/30/2022

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet	
	C-2022-1910	4270 MAYWOOD AV APN 6304021037	Source Logistics Los Angeles LLC	Warehouse - Unload, store and ship dry goods	1,046.00	73985	
	C-2022-1911	2424 26TH ST APN 6302004015	Jacob Supplies, Inc. Db Culture Code	Warehousing and distribution of ladies apparel	385.00	300	
	C-2022-1912	2929 SANTA FE AVE APN 6302006012	CHW Inc.	Garment manufacturing	1,046.00	60000	
	C-2022-1913	2300 49TH ST APN 6308015022	Show Me Your Mumu LLC	Fabric manufacturing	885.00	18500	
	C-2022-1915	3736 26TH ST APN 5192030004	L&Y USA Inc.	Wholesale toys and gifts	885.00	11286	
	C-2022-1916	4334 SANTA FE AVE APN 6308006004	Good Merchants LLC DBA Le Bon Shoppe		885.00	9189	
	C-2022-1917	4767 49TH ST APN 6304016005	Freshlunches, Inc. DBA Unity Meals	The facility will be as a kitchen to create meals for schools.	885.00	13000	
	C-2022-1918	3278 26TH ST APN 6303002021	Westgate MFG.	Storage of containers of light fixtures	885.00	30000	
	C-2022-1919	4368 DISTRICT BLV APN 6304024002	ANB Apparel Inc. DBA A. Peach	Office and warehouse for clothing	885.00	24000	
	C-2022-1920	2341 49TH ST APN 6308015044	LA Fashion Mfg. a California	Garment manufacturing	385.00	5000	
	C-2022-1921	4440 26TH ST APN 5243018010	Los Angeles County Museum of Natural History Foundation	Storage of and research on historical and scientific artifacts	0.00	70794	
	C-2022-1922	4601 SOTO ST APN 6308002014	NS Import & Export	Fabric Storage	385.00	4400	
	C-2022-1923	3030 ATLANTIC BLV APN 6314033002	99 Cents Only Stores, LLC	Warehouse general merchandise	1,207.00	200000	
	C-2022-1914	4668 48TH ST APN 6304018022	Instanpro, Inc	Cold storage of food items	385.00	1000	
14	Record(s)				Total for Certificate of Occupancy:	10,149.00	521,454.00
14	Permits(s)				Total Fees	10,149.00	

City of Vernon
Certificate of Occupancy
Issued Date From 6/1/2022 to 6/30/2022

Issued	Permit	Project Address		Tenant	Description	Fees Paid	Square Feet
6/6/2022	C-2021-1686	2300 APN	48TH ST 6308015076	Sunrise Food Service, Inc.	Warehousing and distribution of food (dry)	1,046.00	63140
6/6/2022	C-2022-1905	2770 APN	LEONIS BLVD 6308002009	KKGM Inc.	Office use only	385.00	975
6/8/2022	C-2022-1896	3031 APN	VERNON AVE 6302020053	Vernon Soto Inc.	Convenience store with gas station	385.00	4603
6/8/2022	C-2022-1897	2100 APN	55TH ST 6308017042	Lineage Logistics PFS, LLC	Cold storage of food items	1,046.00	70119
6/8/2022	C-2022-1898	2050 APN	55TH ST 6308017041	Lineage Logistics PFS, LLC	Cold storage of food items	1,207.00	103050
6/8/2022	C-2021-1808	4900 APN	50TH ST 6304011005	Urban Motion Inc.	Warehousing of personal electric powered vehicles	385.00	1700
6/8/2022	C-2021-1737	2761 APN	FRUITLAND AVE 6308002006	Jaya Apparel Group, LLC	Garment manufacturing	1,770.00	11097
6/15/2022	C-2021-1752	3268 APN	VERNON AVE 6303012046	Umina Bros, Inc	Warehousing (cold storage) and distribution of produce	885.00	32890
6/15/2022	C-2021-1841	2764 APN	LEONIS BLVD 6308002009	Leed Imports Inc	Warehousing and distribution of electronics	885.00	11861
6/16/2022	C-2022-1914	4668 APN	48TH ST 6304018022	Instanpro, Inc	Cold storage of food items	385.00	1000
6/16/2022	C-2022-1904	2856 APN	54TH 6310010007	Agave Designs Inc.	Warehousing and distribution of general merchandise	885.00	7500
6/20/2022	C-2021-1784	4455 APN	FRUITLAND AVE 6304026030	OKOKLA INC.	Sample making, digital printing and warehousing of clothing	885.00	10688
6/21/2022	C-2021-1687	2419 APN	28TH 6302004021	Globel Merch Group LLC	Manufacturing of apparel	885.00	20600
6/21/2022	C-2022-1852	2555 APN	CHAMBERS ST 6308008030	Rainfield Marketing Group, Inc	Warehousing and distribution of produce	885.00	9000
6/27/2022	C-2021-1661	3310 APN	FRUITLAND AVE 6310002018	Print System	Screen printing	885.00	7238
6/27/2022	C-2022-1847	3817 APN	SANTA FE AVE 6302015016	JS Duo International, Inc.	Manufacturing of women's clothing	885.00	13200
Total for Certificate of Occupancy:						13,689.00	368,661.00
16	Permits(s)					Total Fees	13,689.00

City Council Agenda Item Report

Submitted by: Brandon Gray
Submitting Department: Police Department
Meeting Date: August 2, 2022

SUBJECT

Mutual Aid Operational Plan Agreement

Recommendation:

Approve and authorize the Chief of Police to execute a Mutual Aid Operational Plan Agreement, in substantially the same form as submitted.

Background:

Under the provisions of Sections 8615, 8617, and 8668 of the Government Code of the State of California, California Disaster and Civil Defense Master Mutual Aid Agreement, municipalities are allowed to enter into mutual aid and assistance agreements, which may include provisions for furnishing and exchanging of supplies, equipment, facilities, personnel, and services across jurisdictional lines. The proposed Mutual Aid Operational Plan Agreement ensures the coordination of public safety service efforts and encourages maximum participation between all law enforcement and prosecutorial agencies.

The Vernon Police Department (VPD), along with every other law enforcement agency in the State, is asked to enter into the State's Form Mutual Aid Operational Plan Agreement (Mutual Aid Agreement) to provide for the sharing of resources, personnel, and equipment in the event of a major disaster, either natural or manmade. The Mutual Aid Agreement allows each participating public agency to furnish supplementary public safety services to the other public agencies signatory to this plan in the event of local peril, local emergency, local disaster, civil disturbance and such other occasions as may arise. The approved agreements are signed by the individual agencies and maintained by regional coordinators. The Mutual Aid Agreement is effective upon execution and remains in effect until terminated by the participating agency.

VPD is assigned to Area E of Region 1. The Los Angeles County Sheriff is the Law Enforcement Mutual Aid Coordinator for Region 1 (Los Angeles and Orange Counties).

The provisions listed under Section 830.1(a) of the California Penal Code grant authority for any California peace officer to perform official duties in the jurisdiction of other cities. This agreement will allow VPD Officers to perform their duties in cities throughout the State, and vice versa. Investigations conducted by the VPD often coincide with investigations being pursued within other jurisdictions in the State. An agreement pursuant to Penal Code Section 830.1(a) would benefit the City of Vernon as well as other law enforcement agencies in the State, allowing the agencies to work together to accomplish common goals.

The proposed agreement was 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. Mutual Aid Operational Plan Agreement 2022](#)

MUTUAL AID AGREEMENT

2022

MUTUAL AID OPERATIONAL PLAN

THIS AGREEMENT is made and entered into by and between the participant municipal corporations and other political subdivisions which now or hereafter become signatories hereto:

WITNESSETH:

WHEREAS, the signatory agencies desire to coordinate public safety service efforts and encourage maximum cooperation between all law enforcement and prosecutorial agencies; and

WHEREAS, the agencies have heretofore determined that the public interest and necessity require mutual aid and participation in joint efforts; and

WHEREAS, all joint efforts of the parties signatory hereto shall be governed by the term and conditions set forth by the participating agencies; and

WHEREAS, it is also necessary and desirable that the resources, personnel, equipment and facilities of any one party to this plan be made available to any other party to prevent, combat, or eliminate a probable or imminent threat to life or property resulting from local peril, local emergency, local disaster, or civil disturbance, or a duly proclaimed "state of extreme emergency" or "state of disaster", or "state of war emergency" and to render mutual and supplementary public safety services one to the other as the need may arise; and

WHEREAS, extensive loss of life and property may be mitigated by the immediate and adequate response of the forces of local government to what are or may be disturbances and disasters; and

WHEREAS, the parties signatory to this plan have public safety responsibilities within the County and, therefore, have mutual interests and objectives to accomplish with reference to the preservation and protection of life and property within said County; and

WHEREAS, the parties signatory to this plan have powers to provide for common defense, and the power to act in case of emergency or disaster are all powers common to the parties signatory hereto; and

WHEREAS, the provisions of the Sections 8615, 8617 and 8668 of the Government Code of the State of California, California Disaster and Civil Defense Master Mutual Aid Agreement, and other laws of the State of California, empower each of the parties to this plan to so agree; and

WHEREAS, it is expressly understood that this plan and the operation orders adopted pursuant thereto shall not supplant existing agreements between some of the parties hereto providing for the exchange or furnishing of certain types of facilities and services on a reimbursable exchange or other basis, nor supplant other mandatory agreements required by law in the event of a duly proclaimed emergency.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties signatory hereto as follows:

1. Each public agency signatory hereto may join in joint efforts which shall be governed by the terms and conditions set forth by the participating agencies.
2. Each public agency signatory hereto may furnish supplementary public safety services to the other public agencies signatory to this plan in the event of local peril, local emergency, local disaster, civil disturbance and such other occasions as may arise.
3. The mutual aid extended under this plan and the operation orders adopted pursuant to this plan shall be without reimbursement unless otherwise expressly provided for by the parties to this plan or as provided by law.
4. The responsible local official in whose jurisdiction an incident requiring mutual aid has occurred, unless otherwise provided, shall remain in charge at such incident including the direction of such personnel and equipment provided him through the operation of such mutual aid operations plan.
5. That nothing contained in this plan shall require or relieve any party hereto from the necessity and obligation of furnishing adequate protection to life and property within their own jurisdiction and no party shall be required to deplete unreasonably his own resources,

facilities, and services in furnishing such mutual aid.

6. Any services performed or expenditures made in connection with the furnishing of assistance shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party furnishing the assistance and for the direct benefit of all the inhabitants of the area.

7. This plan shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.

8. The declination of one or more of the parties to participate in this plan or any amendment, revision, or modification thereof, shall not affect the operation of this plan nor operation orders adopted pursuant thereto insofar as the validity of the plan pertains to the signatory parties.

9. This plan shall become effective as to each party when approved or executed, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this plan until participation in this plan is terminated by the party. The termination by one or more of the parties of its participation in this plan shall not affect the operation of this plan as between the other parties thereto.

10. Termination of participation in this plan may be effected by any party by giving notice of said termination of participation in this plan to the public agencies, a party hereto, and this plan shall be terminated as to such party twenty (20) days after the filing of such resolution.

IN WITNESS WHEREOF this operational plan has been executed and approved and is effective and operative as to each of the parties as herein provided.

Signature of:

Robert Sousa, Chief of Police

Police Department, City of _____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa,
City Attorney

AGREEMENT PURSUANT TO CALIFORNIA PENAL CODE SECTION 830.1

THIS AGREEMENT is made and entered into by and between the participation chief law enforcement officials which now or hereafter become signatories hereto:

WITNESSETH:

WHEREAS Section 830.1 (a) of the California Penal Code provides that the authority of any California peace officer extends to any place in the state, "Where the peace officer has the prior consent of the chief of police, or person authorized by him or her to give such consent, if the place is within a city, of the sheriff; or person authorized by him or her to give such consent, if the place is within a county"; and

WHEREAS it is the intention of the undersigned, the Sheriff and Chiefs of Police of all cities of Los Angeles County, that peace officers be given the maximum powers consistent with California law; and

WHEREAS it is agreed among the undersigned that when members of their respective agencies are engaged in police activity in a jurisdiction other than their own that these members will notify, whenever practicable, the department whose jurisdiction they are entering, of their activities in said jurisdiction; but that the practicability of such prior notification shall be solely at the discretion of the individual member(s); and

WHEREAS the signatory agencies desire to coordinate law enforcement efforts and encourage maximum cooperation between all criminal justice agencies; and

WHEREAS, the agencies have heretofore determined that the public interest and necessity require mutual aid and participation in joint efforts; and

WHEREAS, all joint efforts of the parties signatory hereto shall be governed by the terms and conditions set forth by the participating agencies; and

WHEREAS, the parties signatory to this agreement have public safety responsibilities within the County and therefore, have mutual interests and objectives to accomplish with reference to the preservation and protection of life and property within said County; and

WHEREAS, the parties signatory to this agreement all have powers to provide for common defense, and the power to act in case of emergency or disaster are all powers common to the parties signatory hereto.

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the parties signatory as follows:

1. Any member of the law enforcement agencies listed below, who is a peace Officer as defined under Section 830.1 of the California Penal Code, shall have the authority of a peace officer at all times within the jurisdiction for which the undersigned are authorized to give consent.
2. This agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have the right of action hereunder for any cause whatsoever.
3. The declination of one or more of the parties to participate in this agreement or any amendment, revision, or modification thereof, shall not affect the operation of this agreement nor operation orders adopted pursuant thereto insofar as the validity of the agreement pertains to the signatory parties.
4. This agreement shall become effective as to each party when approved or executed, and shall remain operative and effective as between each and every party that has heretofore or hereafter approved or executed this agreement, until participation in this agreement is terminated by the party. The termination by one or more of the parties of its participation in this agreement shall not affect the operation of this agreement as between the other parties thereto.

IN WITNESS WHEREOF this agreement pursuant to California Penal Code Section 830.1 has been executed and approved and is effective and operative as to each of the parties as herein provided.

Signature of:

Robert Sousa, Chief of Police

Police Department, City of _____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa,
City Attorney

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: August 2, 2022

SUBJECT

Supplemental to Purchase Contract LP-0728 with ABB, Inc.

Recommendation:

- A. Find that the best interests of the City are served by a direct award of a Supplemental to ABB, Inc., without a competitive selection process pursuant to Section 3.32.110 B.2 of the Vernon Municipal Code (VMC); and
- B. Authorize a Supplemental to Purchase Contract LP-0728 with ABB, Inc. in an amount not to exceed \$9,445.81.

Background:

On April 5, 2022, City Council approved blanket Purchase Contract LP-0728 with ABB, Inc., (ABB) in the amount of \$92,283.31 for the installation of a motor drive and maintenance services at the Malburg Generating Station (MGS) during the scheduled Spring 2022 Outage. At the time, City Council found it was in the best interest of the City to award the contract without a competitive process, as ABB was the manufacturer of certain equipment being serviced and had a proven track record of successfully supporting MGS through many years. Staff is requesting that the City Council also find it is in the best interest of the City to issue a Supplemental to ABB, as it was critical for ABB to complete the work undertaken during the outage.

MGS undergoes a scheduled, major planned outage every 30,000 equivalent operating hours, or roughly 3 to 4 years, usually in the fall and spring when the electricity demand is lower. The MGS power plant is operationally required to offer full resource adequacy to the California Independent System Operator (CAISO) daily. To ensure compliance with the CAISO and ensure continued operation of the MGS power plant, it is often essential that a vendor is contracted to provide maintenance on the Combustion Turbine Generator (CTG) starting motors.

In May 2022, MGS went through a major scheduled outage and during the outage, the power plant optimized downtime by scheduling facility upgrades, repairs, and other maintenance work while the power plant was offline. MGS' staffing level was optimized for efficient plant operation and sustained outages were completed in a timely manner using multiple qualified and specialized vendors. During the scheduled outage, ABB performed an annual calibration on the British Thermal Unit (BTU) analyzer. Subsequently, Purchase Contract LP-0731 was issued on May 3, 2022, in the amount of \$4,071. Funds to cover this service were withdrawn from approved blanket Purchase Contract LP-0728 funds, since this was a maintenance service that was required.

In addition to the annual calibration of the BTU analyzer, ABB installed a starting motor drive for the CTG. Without a reliable and functioning starting motor system, the CTG will not run, and the power plant will not be able to operate. Outage schedules are highly orchestrated with the end of one vendor's task marking the beginning of another vendor's task. Any delays

during the process risk a cascading impact up to the point of delaying outage completion and subsequent increased costs are incurred. Due to work conflicts with equipment readiness, ABB technicians were unable to complete the installation within the projected time frame, which resulted in additional hours billed to the City.

The balance already authorized for payment to ABB is currently \$92,283.31. However, the combined invoices received from ABB for the installation of a starting motor drive and the annual calibration total \$101,729.12. Accordingly, staff is requesting approval of a Supplemental to the ABB purchase contract in the amount of \$9,445.81 to cover the additional costs incurred during the outage. Pursuant to VMC section 3.32.030 (B), Council approval of the proposed Supplemental to ABB is required, as total payments to ABB would exceed \$100,000.

Fiscal Impact:

Sufficient funds for the supplemental are available in the Vernon Public Utilities Generation and Operations Generation Expense Account No. 055.9190.500230.

Attachments:

1. [ABB Invoice No. 7105603816](#)
2. [ABB Invoice No. 7105550828](#)



Power and productivity
for a better world™

ABB Inc.

Invoice

Invoice number : 7105603816
Invoice date : 07/12/2022
Terms of payment : 30 Days net
Customer no. : 200011100

Due date : 08/11/2022
Currency : USD

Customer P.O. : MGS21969
Customer contact : OA Contact
Customer P.O.date : 05/21/2021

Invoice address

Bill to : 200011100

COLORADO ENERGY MANAGEMENT LLC
4963 SOTO ST
VERNON CA 90058
USA

Customer address

Sold to : 200011100

COLORADO ENERGY MANAGEMENT LLC
4963 SOTO ST
VERNON CA 90058
USA

Delivery address

Ship to : 200011100

COLORADO ENERGY MANAGEMENT LLC
4963 SOTO ST
VERNON CA 90058
USA

Bill of lading no. :
Shipped date :
Terms of delivery :
Delivery method : Less Than TrckLd-LTL -
INCO terms : EXW New Berlin (UCC)
Sales department :
Sales person :
Sales order no. : 2774913
Project manager :
Project no. :
Federal I.D. no : 36-3100018

Cust. Contact Name : OA Contact
Cust. Contact Tel # :
Cust. Contact Email : abb.mail@us.abb.com

General Terms and Conditions :

If not otherwise agreed upon in writing ABB Inc.'s General Terms & Conditions apply to this offer.

Item No.	Part number Part no. Customer Description	Quantity	UoM	Unit price Price base Adjustment	Amount Adjustment amount
40	LV_SERVICE	1	EA	USD 98,348.99 USD 1	98,348.99
	ACS607 Retrofit Kit; Field Service Labor Hours Rate Cost Straight 184 \$195.00 \$35,880.00 Overtime 94 \$292.50 \$27,495.00 Double 38 \$390.00 \$14,820.00				

ABB Inc.
16250 W. Glendale Drive
NEW BERLIN WI 53151
USA
LV Drives Customer Service #800-752-0696
LV Controls Customer Service #888-385-1221

ACH/Wire Transfer to :
ABB Inc
JPMORGAN CHASE BANK NA
New York NY
ABA Number: 021000021
SWIFT Code : CHASUS33
Account no : 323884326

Mail Payment To
ABB Inc.
PO Box 88868
Chicago IL 60695-1868 US

Invoice 7105603816 Duplicate Page 1 of 2 07/13/2022 09:24:47

Total Amount: USD 98,348.99



Power and productivity
for a better world™

Item No.	Part number	Quantity	UoM	Unit price	Amount
	Part no. Customer			Price base	
	Description			Adjustment	Adjustment amount

Travel
Straight 32 \$195.00 \$6,240.00
Overtime 0 \$292.50 \$0.00
Double 0 \$390.00 \$0.00

Expenses + 10% \$13,949.99

Total: \$98,384.99

Fixed Charge for Inv	0.00
Total Freight	0.00
Total Tax	0.00
Total Amount	98,348.99

Additional Information :

If you have any questions regarding this invoice, please contact ABB Accounts Receivable by visiting <http://new.abb.com/us/arinquiries> or 1-866-330-2461. Please send remittance advices to us.sasacctrec@us.abb.com.

ABB Inc.
16250 W. Glendale Drive
NEW BERLIN WI 53151
USA
LV Drives Customer Service #800-752-0696
LV Controls Customer Service #888-385-1221

ACH/Wire Transfer to :
ABB Inc
JPMORGAN CHASE BANK NA
New York NY
ABA Number: 021000021
SWIFT Code : CHASUS33
Account no : 323884326

Mail Payment To
ABB Inc.
PO Box 88868
Chicago IL 60695-1868 US



Power and productivity
for a better world™

ABB Inc.

Invoice

Invoice address

CITY OF VERNON
4305 S SANTA FE AVE
VERNON CA 90058
USA

Customer address

CITY OF VERNON
4305 S SANTA FE AVE
VERNON CA 90058
USA

Delivery address

CITY OF VERNON
4305 S SANTA FE AVE
VERNON CA 90058
USA

Bill to : 200006526

Sold to : 200006526

Ship to : 200006526

Invoice number : 7105550828
Invoice date : 05/27/2022
Terms of payment : 30 Days net
Customer no. : 200006526

Due date : 06/26/2022
Currency : USD

Acct. 055.9190.590000

Customer P.O. : LP0731
Customer contact : IAN EVERTS
Customer P.O.date : 05/09/2022

Bill of lading no. :
Shipped date :
Terms of delivery :
Delivery method : Ground parcel - UPS Express
INCO terms : CPT VERNON CA
Sales department :
Sales person :
Sales order no. : 70269795
Project manager :
Project no. :

Federal I.D. no : 36-3100018

Cust. Contact Name	Cust. Contact Tel #	Cust. Contact Email
IAN EVERTS	323-350-3481	ieverts@cityofvernon.org

Item No.	Part number	Quantity	UoM	Unit price	Amount
	Part no. Customer			Price base	
	Description			Adjustment	Adjustment amount
10	VXL03-GAS-DAY	2.5	H	USD 130.00 USD	325.00
				1	

GAS: Rate 8-5 M-F
Field Service Gas: Rates for Flow Computer, Calibration,
and LevelMaster.
U. S. Weekdays 8:00 a.m. - 5:00 p.m. Maximum of 8
hours per day

30	VXL03-ANA-DAY	2.5	H	USD 180.00 USD	450.00
				1	

ANA: Rate 8-5 M-F

ABB Inc.
7051 Industrial Blvd.
BARTLESVILLE OK 74006
USA
1-800-442-3097
totalflow.order@us.abb.com

ACH/Wire Transfer to :
ABB Inc
JPMORGAN CHASE BANK NA
New York NY
ABA Number: 021000021
SWIFT Code : CHASUS33
Account no : 323884326

Mail Payment To
ABB Inc.
PO Box 88868
Chicago IL 60695-1868 US

Invoice 7105550828 Original Page 1 of 4 05/27/2022 14:12:13

Total Amount: USD 3,380.13



Power and productivity
for a better world™

Item No.	Part number Part no. Customer Description	Quantity	UoM	Unit price Price base Adjustment	Amount Adjustment amount
	Field Service Analytics: Rates for NGC, PGC1000, LGR, and NGC-Liquid. # U.S. Weekdays 8:00 a.m. - 5:00 p.m. Maximum of 8 hours per day				
40	2104625-001 FILTER,REPLACEMENT KIT,FOR 2102494-001 Filter/Membrane Replacement Kit, Type 5 membrane, used for A + Genie A38M liquid block sample systems 38M-516-07-CFS, used with 2102494-001	1	EA	USD 158.00 USD 1	158.00
50	2015475-005 CYLINDER W/CAL BLEND,BTU-XMTR, 13 CF Cal Blend, small bottle, for start-up (Standard Pick)	1	EA	USD 579.00 USD 1	579.00
60	VXE01-TRV-DAY TRV: Rate 8-5 M-F Field Service travel time per hour rate for all service. U. S. Weekdays 8:00 a.m. - 5:00 p.m. Maximum of 8 hours per day	9	HR	USD 125.00 USD 1	1,125.00
70	VXE01HOTEL Hotel Hotel Fees	1	DY	USD 184.00 USD 1	184.00

ABB Inc.
7051 Industrial Blvd.
BARTLESVILLE OK 74006
USA
1-800-442-3097
totalflow.order@us.abb.com

ACH/Wire Transfer to :
ABB Inc
JPMORGAN CHASE BANK NA
New York NY
ABA Number: 021000021
SWIFT Code : CHASUS33
Account no : 323884326

Mail Payment To
ABB Inc.
PO Box 88868
Chicago IL 60695-1868 US



Power and productivity
for a better world™

Item No.	Part number Part no. Customer Description	Quantity	UoM	Unit price Price base Adjustment	Amount Adjustment amount
80	VXE01PERDIEM Perdiem/Living Per Diem per day	2	DY	USD 61.00 USD 1	122.00
90	VXE01MILEAGE Mileage Mileage (if ABB company vehicle is used)	510	MI	USD 0.59 USD 1	300.90
100	VXE01EXPENSE ADM FEE Miscellaneous Expenses	1	DOL	USD 60.69 USD 1	60.69
Fixed Charge for Inv					0.00
Total Freight					0.00
Total Tax					75.54
Total Amount					3,380.13

ABB Inc.
7051 Industrial Blvd.
BARTLESVILLE OK 74006
USA
1-800-442-3097
totalflow.order@us.abb.com

ACH/Wire Transfer to :
ABB Inc
JPMORGAN CHASE BANK NA
New York NY
ABA Number: 021000021
SWIFT Code : CHASUS33
Account no : 323884326

Mail Payment To
ABB Inc.
PO Box 88868
Chicago IL 60695-1868 US



Power and productivity
for a better world™

Order Type Text :

Service Call Billing

Totalflow Service Call Date: 5/9 - 5/12/22

ABB Service Report Number: 880016

Service Technician: GUS VON SEGGERN

Unit S/N: T130304629

Loc: Malburg Generation Station

Field Contact: Ian Everts

Description of service work performed:

Calibrate1 NGC /2 TotalflowXFC/2 XMV. Installing new cal bottle when customer receives it.

Additional Information :

If you have any questions regarding this invoice, please contact ABB Accounts Receivable by visiting <http://new.abb.com/us/arinquiries> or 1-866-330-2461. Please send remittance advices to us.sasacctrec@us.abb.com.

ABB Inc.
7051 Industrial Blvd.
BARTLESVILLE OK 74006
USA
1-800-442-3097
totalflow.order@us.abb.com

ACH/Wire Transfer to :
ABB Inc
JPMORGAN CHASE BANK NA
New York NY
ABA Number: 021000021
SWIFT Code : CHASUS33
Account no : 323884326

Mail Payment To
ABB Inc.
PO Box 88868
Chicago IL 60695-1868 US

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: August 2, 2022

SUBJECT

Sale of Surplus Vernon Public Utilities Vehicle to Petrelli Electric, Inc.

Recommendation:

Approve and authorize the City Administrator to execute the Purchase and Sale Agreement with Petrelli Electric, Inc. (Petrelli Electric), in substantially the same form as submitted, for the sale of one surplus 2008 Chevrolet Silverado 2500HD vehicle for the price of \$6,500.

Background:

Vernon Public Utilities (VPU) has an urgent need to replace diesel vehicles as the South Coast Air Quality Management District's (SCAQMD) Fleet Rules require public agencies to acquire low-emitting gasoline or alternative-fuel vehicles to reduce air-toxic and criteria pollutant emissions. Vehicle No. L1004, a 2008 Chevrolet Silverado 2500HD, is a medium duty, four-wheel drive, diesel powered vehicle owned by the City which does not meet SCAQMD Rule 1191 compliance. This vehicle must be replaced with a lower or zero emission vehicle such as electric, compressed natural gas (CNG), hybrid, or gasoline vehicle rated low emission vehicle (LEV) or better. Until recently, Vehicle No. L1004 had been utilized in service; however, to comply with SCAQMD's requirements, it was imperative that the City surplus this vehicle. Additionally, this vehicle recently exhibited reliability issues and became cost prohibitive for the City's Garage Division to repair. As a result, VPU, in coordination with the Public Works Garage Division, determined that the vehicle should be placed in surplus, as it is no longer fit for use by the Department. Subsequently, the City's Purchasing Division, which is responsible for salvaging the City's surplus property, determined Vehicle No. L1004 is no longer economically suitable for further City use.

Pursuant to the City's Purchasing Manual parameters related to salvaging surplus City property, salvage property that has functional use may be sold or donated. Petrelli Electric has confirmed its desire to enter into a Purchase Agreement with the City to procure the aforementioned surplus vehicle. Petrelli Electric is the current VPU contractor providing high voltage electric systems service, maintenance, and utility support to the Vernon Electric and Fiber Optic Systems. Accordingly, VPU is recommending that City Council approve the sale of one surplus 2008 Chevrolet Silverado 2500HD (VIN #: 1GCHK29638E111088) to Petrelli Electric for the price of \$6,500. The vehicle will be sold at market value, with the proposed cost determined by the price range estimate offered through Kelley Blue Book which considers the age of the vehicle, mileage, and condition. Findings were reviewed and confirmed by the Finance Director.

Although supply chain issues related to the COVID-19 pandemic have presented procurement challenges, VPU has taken delivery of a SCAQMD Fleet Rules compliant 2022 gasoline powered Ford Explorer 4WD vehicle to replace Vehicle No. L1004. It is recommended that the City Council authorize the sale of VPU's surplus vehicle and authorize the City Administrator to execute the necessary Purchase and Sale Agreement. The proposed Agreement with Petrelli Electric has been reviewed and approved as to form by the City

Attorney's Office.

Fiscal Impact:

Proceeds from the sale will result in \$6,500 to Vernon Public Utilities Revenue Account No. 055.9000.670011.

Attachments:

1. [Purchase and Sale Agreement with Petrelli Electric](#)

**PURCHASE AND SALE AGREEMENT
BETWEEN PETRELLI ELECTRIC, INC.
AND
CITY OF VERNON**

This Purchase and Sale Agreement is made and entered into this 2nd day of August, 2022 between the PETRELLI ELECTRIC, INC., a California corporation, hereinafter referred to as "BUYER", and CITY OF VERNON, a California charter City and California municipal corporation, hereinafter referred to as "SELLER". BUYER and SELLER may be referred to in this Agreement individually as "Party" and jointly as "Parties".

I. Recitals

- A. SELLER has determined that certain surplus property is not functionally or economically suitable for further CITY OF VERNON use and has negotiated the sale of one (1) 2008 Chevrolet Silverado 2500HD, as described in Exhibit A "Equipment", attached hereto (Equipment);
- B. SELLER has provided BUYER with fair market pricing on Equipment in the total amount of \$6,500 as set forth in Exhibit B "Price" attached hereto;
- C. SELLER has provided BUYER with a Liability Release Agreement, attached hereto as Exhibit C.

NOW, THEREFORE, Parties agree as follows:

II. General Provisions

A. Assignment

Parties shall not assign all or any part of this Agreement and/or make any subcontract to perform any obligation hereunder, either in whole or in part, without the prior written consent of the Parties.

B. Attorneys' Fees

In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

C. Compliance with Laws

Parties shall perform their respective obligations as set forth in this Agreement pursuant to all applicable Federal, State, and local statutes, regulations, and ordinances whether now in force or hereinafter enacted.

D. Conflicts or Inconsistencies

Exhibit C shall take precedence in the event of any conflict or inconsistency between the terms of Exhibit C and this Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any other Exhibit, the terms of this Agreement shall strictly prevail.

E. Dispute Resolution

- 1. **Administrative Remedies.** Disputes regarding the interpretation or application of this Agreement shall first be submitted to the other Party for investigation and resolution. The Parties will make a good faith and reasonable effort to reach an agreeable resolution. Any disputes that

cannot be resolved in that manner shall be submitted to non-binding arbitration as set forth in the Formal Remedies below.

2. **Formal Remedies.** In the event the Administrative Remedy does not resolve the dispute, the alleged injured Party may, but is not required to as a condition of pursuing any legal remedies, serve a demand for arbitration on the Party claimed to be in default ("Defaulting Party"). The Parties will continue to perform obligations under this Agreement so long as the Defaulting Party diligently commences to cure the alleged default in the event there is imminent danger to the public health, safety or general welfare resulting from the default, the Defaulting Party shall take immediate action to cure the immediate threat. Within five (5) business days of receipt of the demand, and providing the default remains uncured, the matter shall be submitted to non-binding arbitration. The Parties shall make reasonable efforts to jointly select an arbitrator using any reasonable method including selection by chance. The arbitration shall be conducted in accordance with the California Arbitration Act (Code of Civil Procedure section 1280 et seq.) The arbitrator shall render a decision with written findings. The costs of arbitration (excluding each Party's own costs) shall be borne by the Parties equally. Either Party that is not satisfied with the arbitrator's decision shall be entitled to pursue all remedies available in a court of law or equity.

F. Documentation

PARTIES shall maintain complete and accurate records with respect to ownership and transfer of Equipment and the costs incurred under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment made under this Agreement. All such records shall be provided to requesting Party within ten (10) days of request.

G. Effective Date and Term

This Agreement is effective as of the date of mutual execution and shall remain in full force and effect until delivery of the Equipment to BUYER, and BUYER's removal of the Equipment from SELLER's property whereupon this Agreement shall terminate, subject to the survival of terms as provided herein.

H. Force Majeure

1. The time period(s) specified for performance pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the delayed Party if the delayed Party shall within three (3) days of the commencement of such delay notify the other Party in writing of the causes of the delay.
2. The sole remedy shall be termination or an extension of the Agreement pursuant to this Section and neither Party shall not be entitled to recover damages against the other Party.

I. Governing Law

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
2. Venue for any litigation arising out of this Agreement shall be the Superior Court of the County of Los Angeles.

J. Independent Contractor

Parties and their respective employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of the other Party.

K. Entire Agreement

1. This Agreement, together with all exhibits hereto and which are incorporated by reference herein, supersedes any and all other Agreements, either oral or in writing, between the Parties with respect to the subject matter herein.
2. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter this Agreement that no representation, statement, or promise by any party which is not embodied herein shall be valid or binding.
3. Any modification of this Agreement shall be effective only if it is in writing signed by the Parties.

L. Counterparts

This Agreement 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.

M. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of its terms and provisions to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

N. Termination

1. **Termination for Convenience.** Parties may terminate this Agreement for convenience by providing not less than ten (10) days prior, written Notice of Termination to the other Party prior to payment and delivery of the Equipment. This Agreement may be terminated at any time upon mutual agreement of the Parties. In such events, Parties shall have no further rights hereunder.
2. **Cure Notice.** Either Party may provide a Notice to Cure Default, therein specifying the acts or omissions constituting the alleged default, and demanding that the default be cured within ten (10) days, to the other Party. If the default remains uncured, termination for cause shall be effective, without further notice, at the end of the default cure period.
3. **Termination for Cause.** Either Party may terminate this Agreement for cause immediately by providing a written Notice of Termination therein

specifying the acts or omissions constituting the default, to the other Party. In such event, Parties shall have all other rights and remedies as provided by law.

4. **Payment.** SELLER shall reimburse BUYER for all amounts paid to SELLER within a reasonable time after termination of this Agreement.
5. **Release of Liability.** Termination or expiration of this Agreement does not release either Party from any and all claims, damages or other liability incurred prior to termination or expiration.

O. Waiver

A waiver by either Party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

III. Special Provisions

A. Acceptance

Acceptance of the Equipment shall be deemed to occur upon delivery of the keys to BUYER and BUYER's removal of the Equipment from the SELLER's property.

B. Insurance

SELLER shall maintain and provide proof of insurance coverage on the Equipment until such time SELLER delivers the Equipment to BUYER and removes the Equipment from SELLER's property. SELLER's program of self-insurance approved by BUYER shall satisfy the requirements of this Section.

C. Ownership and Authority to Sell and Purchase

1. SELLER warrants that it owns the Equipment, free and clear of any encumbrances, and that it is authorized to sell Equipment to BUYER.
2. BUYER represents that it is authorized to purchase Equipment from SELLER.

D. Removal, Transportation, and Operation

1. SELLER, at its sole expense, shall provide reasonable instructions and documentation pertaining to the maintenance and operation of the Equipment to BUYER at the time of delivery and prior to BUYER removing the Equipment from SELLER's property.
2. BUYER, at its sole liability, risk and expense, shall be responsible for removing, loading, transporting, and operating the Equipment.

E. Sale of Equipment

SELLER hereby sells to BUYER and BUYER hereby purchases from SELLER the Equipment for the price set forth in Exhibit B.

F. Title and Risk of Loss

1. Title to and risk of loss or damage to the Equipment purchased by BUYER will pass to BUYER upon delivery and removal of the Equipment from SELLER's property.

2. BUYER assumes all risks and liability whatsoever resulting from the possession, use or disposition of the Equipment. SELLER will have no liability with respect to the Equipment sold to BUYER, including having no liability for indirect, incidental or consequential damages.

IV. Representatives and Signatories

A. Notices and Designated Representatives

1. Any and all notices, demands, invoices, and written communications between the Parties shall be addressed to the individuals set forth below who are primarily responsible for their respective party's performance.
2. Such notices shall be deemed as received by addressee within two working days after deposit in the United States mail or an express mail carrier or by verifiable electronic means.

SELLER

City of Vernon
Finance Department
4305 Santa Fe Avenue
Vernon, CA 90058
Scott Williams, Finance Director
323.583.8811 ext: 849
SWilliams@ci.vernon.ca.us

BUYER

Petrelli Electric, Inc.

11615 Davenport Road
Agua Dulce, CA 91390
Cindy Petrelli, President
661.268.7312

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

SELLER

Contractor Name: City of Vernon

Corporation Type: a California charter City and California municipal corporation

Printed Name: Carlos Fandino

Title: City Administrator

Signature: _____

ATTEST

Printed Name: Lisa Pope

Title: City Clerk

Signature: _____

APPROVED AS TO FORM

Printed Name: Zaynah N. Moussa

Title: City Attorney

Signature: _____

BUYER

Petrelli Electric, Inc.

Corporation Type: a California corporation

Printed Name: Cindy Petrelli

Title: President

Signature: _____

BUYER

Printed Name: Sal Petrelli

Title: Vice President

Signature: _____

Attachments (incorporated documents):

Exhibit A – Equipment

Exhibit B – Price

Exhibit C – Liability Release Agreement

Exhibit A - Equipment



VERNON PUBLIC UTILITIES VEHICLE DESCRIPTION

Make/Model: 2008 Chevrolet Silverado 2500HD

Unit #: L1004

License Plate #: 1142554

Weight: 9,200

Odom.: 270,000

Fuel: Diesel

VIN #: 1GCHK29638E111088

Warranty

Equipment is sold "AS IS, WHERE IS, WITH ALL FAULTS".

SELLER MAKES NO REPRESENTATION OR WARRANTY, STAUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE USED EQUIPMENT INCLUDING MAKING NO WARRANTY THAT THE USED EQUIPMENT WILL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. THE ONLY WARRANT OR REPRESENTATION MADE BY SELLER IS A WARRANTY THAT SELLER IS THE LEGAL OWNER OF THE USED EQUIPMENT.

End of Exhibit A

Exhibit B – Price

I. Purchase Price

As full and complete consideration for the Equipment, BUYER shall pay the sum of Six Thousand, Five Hundred Dollars (\$6,500) USD, not including any applicable taxes and or fees to SELLER.

II. Taxes and Fees

BUYER is responsible to pay all applicable sales taxes and fees associated with the acquisition of Equipment.

III. Payment

BUYER shall make payment of the full purchase price to SELLER on or before the BUYER takes possession of the Equipment.

End of Exhibit B

Exhibit C – Liability Release Agreement

Petrelli Electric, Inc. (Petrelli), hereby voluntarily releases, discharges, waives, and relinquishes any and all liabilities, losses, claims or causes of action against the City of Vernon (City), and any of its elected officials, officers, agents, employees, or volunteers, including those for personal injury, property damage, or wrongful death arising, directly or indirectly, as a result of the purchase of one (1) one 2008 Chevrolet Silverado 2500HD (Equipment), described in Exhibit A and referred to collectively as the “Equipment”.

Petrelli further agrees to indemnify, defend, and hold harmless the City and its elected officials, officers, agents, employees, and volunteers from any and all loss, damage, liability, claim, action, or expense whatsoever, including without limitation, attorney fees and other costs of defense, which in any way arise out of, result from, or are connected with, the purchase, possession, retention, use, ownership, sale, or transfer of the Equipment by Petrelli or its officers, owners, agents, or employees, even though such liability may arise, in part, out of the negligence of the City, its elected officials, officers, agents, employees, or volunteers.

On behalf of its officers, owners, agents, and employees, Petrelli agrees not to make any claim against, sue, attach the property of, or prosecute City or its elected officials, officers, agents, employees, or volunteers, for any liabilities, losses, claims or causes of action arising, directly or indirectly, as a result of Petrelli’s acceptance, retention, use, ownership, sale, or transfer of the Equipment.

Petrelli further acknowledges that City makes no guarantee or warranty for the Equipment. The Equipment is accepted in an “as is” condition.

Petrelli voluntarily accepts and expressly assumes all risks, dangers, and hazards that may arise from its acceptance, retention, use, ownership, sale, or transfer of the Equipment.

The undersigned hereby warrants that he/she is an authorized agent of Petrelli, whose name appears below, and by his/her signature does hereby bind it to the terms, conditions, and limitations of this release document.

Petrelli Electric, Inc.

Cindy Petrelli
President
11615 Davenport Road
Agua Dulce, CA 91390

Date

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: August 2, 2022

SUBJECT

Heating, Ventilation, and Air Conditioning (HVAC) System Yearly Maintenance Contract

Recommendation:

- A. Find that approval of 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 restoration or rehabilitation of deteriorated existing equipment and involves negligible or no expansion of an existing use; and
- B. Approve a Purchase Contract with Western Allied in the amount of \$50,000 for maintenance and inspection services for the City's HVAC system.

Background:

The Public Works Department (Department) utilizes an HVAC specialist to service the City's HVAC system under a yearly maintenance and inspection contract. The contract covers routine inspection and maintenance costs as well as emergency repairs that may be necessary during the year. In order to select a vendor, Public Works staff contacted a total of seven service providers in the region to request quotes for the proposed contract. Based on the responses received, Western Allied presented the best option for the City, as the company is certified by Trane, the manufacturer of the equipment being serviced, and provided competitive pricing. Other vendors contacted by staff were either not certified by Trane, or indicated that they were not able to service equipment as large as that in use by the City.

Accordingly, the Department is requesting that Council approve the yearly maintenance contract in the amount of \$50,000 with Western Allied. A copy of the quote provided by the vendor is attached for reference.

Pursuant to Vernon Municipal Code (VMC) Section 3.32.030 (B), Council approval of the proposed contract is necessary as current City Contracts with this vendor exceed \$100,000. Most recently, on September 21, 2021, Council approved Contract CS-1345 with Western Allied in the amount of \$290,200 for the basement cooling system update.

Fiscal Impact:

Sufficient funds for the proposed maintenance and inspection contract are available in General Fund, Public Works/City Buildings Account No. 011.1049.590000 for Fiscal Year 2022-2023.

Attachments:

1. [Western Allied Maintenance and Inspection Proposal](#)



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 Contractors License No. 198821***

Air Conditioning Service, Maintenance, & System Correction

February 9, 2022

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Re: HVAC Maintenance Proposal; City Hall/PD Complex
Fiscal Year 2022/23

Attn.: Mr. Kenny Jackson kjackson@ci.vernon.ca.us

Dear Kenny:

Per your request and provided scope of work and equipment list, Western Allied Corporation offers the following:

For the two chillers, 50 ton Trane rooftop unit, 25 ton Carrier condensing unit, Lochinvar boiler and Raypak boiler at City Hall/PD:

- Quarterly maintenance (four times per year) to include: Inspect for refrigerant and oil leakage. Verify proper operation and set points. Check all alarms. Confirm that crankcase heaters are operational. Observe refrigerant sight glass and crankcase oil level. For boilers, verify proper operation and set points and check alarms. Visually check chilled and hot water loop water at pot feeder. Verify proper expansion tank air cushion and adjust.
- Annual maintenance for cooling units (two chillers, 50 ton Trane rooftop unit, 25 ton Carrier condensing unit or new 12.5 ton Trane units when installed) in conjunction with the spring quarterly maintenance visit. Work to include: Perform quarterly tasks. Perform SCAQMD / EPA refrigerant audit. Wash condenser coils with water and an EPA approved coil cleaner. For Trane rooftop unit, rinse cooling coil and flush drain pans and lines. Replace Trane unit supply fan belts. Check pumpdown cycle operation for each refrigeration circuit. Check temperature, operation, and safety circuits. Calibrate sensors. Inspect all contactors.
- Annual maintenance for two boilers in conjunction with the fall quarterly maintenance visit. Work to include: Perform quarterly tasks. Clean burners. Blow out fire box. Replace hot surface ignitors and flame sensors. Check temperature, operation, and safety circuits. Calibrate sensors. Inspect all contactors.

Our price to perform the above scope of work for the equipment noted above is \$13,992.00, invoiced at the rate of \$3,498.00 per quarter for the one year duration of the agreement.

You may also utilize our 24/7 service call emergency response. These rates are in effect through September 1, 2022, at which time we adjust the rates to reflect our new labor contract.

Service call rates (regular hours):	\$159.00/hour
Service call rates (non-holiday overtime):	\$238.50/hour
Service call rates (holidays):	\$318.00/hour
Truck charge:	\$89.00

Please let me know if you have any questions.

Best Regards,

Mike Gallagher

City Council Agenda Item Report

Submitted by: Robert Sousa
Submitting Department: Police Department
Meeting Date: August 2, 2022

SUBJECT

Federal Equitable Sharing Agreement and Annual Certification Report

Recommendation:

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

Background:

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

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

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

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

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

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

Fiscal Impact:

Forfeited proceeds received through the equitable share program vary from year to year as funds are based on the resolution of specific court cases. When received, revenues are placed in General Fund, Police Department asset forfeiture Account No. 011.4031.441013.

Attachments:

1. [FY 2021-2022 ESAC Form \(Draft\)](#)



Equitable Sharing Agreement and Certification



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

Type: Police Department

Agency Finance Contact

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

Jurisdiction Finance Contact

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

ESAC Preparer

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

FY End Date: 06/30/2022

Agency FY 2023 Budget: \$14,423,563.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$346,436.74	\$48,008.93
2	Equitable Sharing Funds Received	\$68,841.47	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$256.49	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$69,097.96	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$34,470.85	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$381,063.85	\$48,008.93

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$9,700.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$18,281.85	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$6,489.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$34,470.85	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

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

Privacy Act Notice

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

Single Audit Information**Independent Auditor****Name:** Robert J. Callanan, CPA**Company:** CliftonLarsenAllen LLP**Phone:** 7147955354**Email:** bob.callanan@claconnect.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

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

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

Equitable Sharing Agreement

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

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

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

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

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

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

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

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

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

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

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

Civil Rights Cases

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

☐ Yes ☒ No

Agency Head

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

Signature: _____ Date: _____

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

Governing Body Head

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

Signature: _____ Date: _____

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

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

City Council Agenda Item Report

Submitted by: Lilia Hernandez
Submitting Department: City Administration
Meeting Date: August 2, 2022

SUBJECT

Report on Vehicle Purchases Approved by the City Administrator

Recommendation:

Receive and file the report.

Background:

Typically, the City purchases vehicles through Sourcewell, a cooperative purchasing public agency serving government, education and non-profit organizations. However, due to the current severe inventory shortage of vehicles, the City has not been able to secure vehicles through Sourcewell, with many of the City's purchase orders placed in July 2021 having remained open for over a year. The City is also experiencing challenges when attempting to purchase directly from dealers, as vehicle inventory is extremely low and vehicles are being sold rapidly, not providing the City an opportunity to carry out a typical competitive process for the purchase of vehicles while specified/quoted vehicles remain in stock. Overall, vehicle inventory is extremely sparse currently with little to no options available from which to select specific makes and models.

The South Coast Air Quality Management District's (SCAQMD) Fleet Rules (Rule 1191 and Rule 1196) require public agencies to acquire low emitting gasoline or alternative -fuel vehicles to reduce air toxic and criteria pollutant emissions. In a continued effort to comply with SCAQMD's rules, Vernon Public Utilities (VPU) in coordination with SCAQMD has systematically identified diesel vehicles within its fleet that need to be replaced. Most recently, VPU and the City's Public Works Garage Division, determined two of its medium duty, diesel powered vehicles should be replaced immediately as they were exhibiting reliability issues and became cost prohibitive to repair. Accordingly, Garage staff recommended that VPU surplus Vehicle No. L1004 (a 2008 Chevrolet Silverado 2500) and Vehicle No. L1055 (a 2016 Ford F-250 XLT Supercab). VPU agreed as both vehicles did not meet SCAQMD Rule 1191 compliance and needed to be replaced with lower or zero emission vehicles such as electric, compressed natural gas (CNG), hybrid, or gasoline vehicle rated LEV or better.

Due to the shortage of vehicles and associated challenges making timely purchases, and VPU's urgent need to replace diesel vehicles, VPU staff requested approval from the City Administrator to move forward with purchases as soon as desired replacement vehicles were identified. Pursuant to Vernon Municipal Code (VMC) Section 3.32.110 (B)(3), the City Administrator found that it was in the best interest of the City to award a purchase order to the respective dealers noted below for the specified vehicle purchases. As required by the VMC section noted above, the City Administrator is providing a written report to the City Council regarding the purchases.

2021 Dodge Ram 3500 from Russell Westbrook Chrysler Dodge Jeep Ram (2021 Dodge Ram)

This vehicle is a medium duty, gas powered vehicle. In an effort to obtain a competitive price

for the City, staff solicited quotes from eleven (11) local dealerships and requested quotes where available. Six of the eleven dealerships responded with an indication no trucks were available. Two quotes were received, with Russell Westbrook Chrysler Dodge Jeep Ram providing the most cost-effective offer.

2022 Ford Explorer ST 4WD from Galpin Ford (2022 Ford Explorer)

This vehicle is a light duty, gas powered vehicle with four-wheel drive. In an effort to obtain a competitive price for the City, staff solicited quotes from fourteen (14) local dealerships and requested quotes where available. Three quotes were received, with Galpin Ford providing the most cost-effective offer. VPU was fortunate to find this vehicle available as it was not advertised and was being utilized as a manager demo. VPU was also able to receive a \$1000 discount offered during the fourth of July holiday by placing a deposit on the vehicle.

VPU will continue to work with the Public Works Garage staff and SCAQMD to advance the replacement of diesel vehicles owned by the City as necessary and feasible.

Fiscal Impact:

The fiscal impact of the purchase of the 2021 Dodge Ram was \$59,232.44. This expenditure was included in the VPU Fiscal Year (FY) 2022-23 budget under 055.8100.900000 Capital Outlay account.

The fiscal impact of the purchase of the 2022 Ford Explorer was \$64,613.12. This expense was included in the VPU FY 2021-22 budget under 055.8000.900000 Capital Outlay account. Due to the supply chain issues resulting from the COVID-19 pandemic and the purchase occurring just past the end of the fiscal year, a mid-year budget adjustment will be made to the VPU FY 2022-23 budget to roll over and utilize these approved funds for the purchase.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Yesenia Barajas
Submitting Department: Public Works
Meeting Date: August 2, 2022

SUBJECT

National Auto Fleet Group Multiple Vehicle Purchase

Recommendation:

- A. Approve the purchase of five new 2022 Ford F-150 Lighting Pro 4WD SuperCrew Work Trucks through National Auto Fleet Group, for a total cost of \$230,846.60; and
- B. Authorize the City Administrator to approve comparable vehicle purchases for a total not-to-exceed \$250,000 for the Public Works Department should the vehicles noted above no longer be available through the National Auto Fleet Group.

Background:

The adopted Public Works Department Building Maintenance Division and Street Operations Division budget for FY2022-2023 included planned capital expenditures for the purchase of five new 2022 Ford F-150 Lighting Pro 4WD SuperCrew Work Trucks to meet the operational needs of the department. The purchase of these new vehicles will provide Public Works staff with the transportation necessary to continue to promptly execute daily work responsibilities and effectively meet the needs of the city.

Pursuant to Vernon Municipal Code Chapter 3.32, Section 3.32.110(A)(5), the purchase of the proposed vehicles is exempt from competitive bidding and competitive selection, as the purchase is through Sourcwell which offers participating agencies cooperative buying contracts. The quote secured for this purchase from the National Auto Fleet Group is based on a Sourcwell contract. It is to the advantage of the city to procure these vehicles from the selected vendor. The quote provided by the National Auto Fleet Group indicates cost savings of \$1,000 based on the Manufacturer's Suggested Retail Price (MSRP).

Staff recommends approval of the purchase of five new 2022 Ford F-150 Lighting Pro 4WD SuperCrew Work Trucks through National Auto Fleet Group, for a total cost of \$230,846.60.

As a contingency measure, staff is also seeking approval for the City Administrator to authorize individual comparable vehicle purchases from other vendors should the vehicles no longer be available through the National Auto Fleet Group. Given the current limited availability of vehicles, this would allow staff to make necessary vehicle purchases timely, as soon as suitable vehicles become available.

Fiscal Impact:

Funds up to \$250,000 are available for the purchase of vehicles in the Capital Outlay Account of the Publics Works Department Building Maintenance Division and Street Operations Division for Fiscal Year 2022-2023.

Attachments:

- 1. [National Auto Fleet Group - Ford F150 EV Quote](#)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

Req# 0017689

07/05/2022 Revised

02/02/2022 Original

Jason Tomlinson

City of Vernon PW

4305 Santa Fe Ave.

Vernon, CA 90058

Quote ID#31171 R2

Dear Jason Tomlinson,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Five (5) New/Unused (2022 Ford F-150 Lighting (W1E) Pro 4WD SuperCrew 5.5' Box 145" WB) delivered to your department yard, each for

	(1) MSRP	(1) One Unit	(5) Five Unit's	Total Savings
Contract Price	\$ 41,669.00	\$ 41,869.00	\$ 209,345.00	\$ (\$1,000.00)
Tax (10.250%)		\$ 4,291.57	\$ 21,457.85	
Tire Fee		\$ 8.75	\$ 43.75	
Total		\$ 46,169.32	\$ 230,846.60	

-per your attached specifications:

This vehicle(s) is available under the Sourcewell Contract 091521-NAF. Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.

Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

National Fleet Manager

Office (855) 289-6572

Fax (831) 480-8497



DATE: 1/18/2022

**National Auto
Fleet Group**
A Division of Chevrolet of Watsonville

NOV + 20 WEEK =

COURTESY CONFIRMATION

This is an agreement and understanding between City of Vernon and National Auto Fleet Group that the ordered vehicle(s) agreed upon the Purchase Order # LOI 1/18/2022, shall be delivered to the stated address instructed by the ordering party. Vehicle(s) shall be delivered in a timely manner and any delays due to the manufacturer, is beyond National Auto Fleet Group's control. National Auto Fleet Group will place the order at its earliest convenience.

Vehicles Ordered	Quantity	Color	Expected Factory ETA
Sourcewell Quote ID# 31171 R1	4	OXFORD WHITE	TBA
2022 Ford F-150 Lightning Pro 4WD			
SuperCrew 5.5' Box 145" WB			

Delivery information

Circle day(s) you will be able to accept deliveries? (MO) (TU) (WE) (TH) FR
Between which hours 5:30 AM to 3:00 PM

Delivery Contact JASON TOMLINSON

Number/Email JTOMLINSON@CI.VERNON.CA.US 323-583-8811 EXT 382

Delivery Address 4305 Santa Fe AVE VERNON CA 90058

Account Payable Contact

Title Information

Name MARISELA MARTINEZ

Name _____

Number 323-583-8811 EXT 235

Address _____

Email MMARTINEZ@CI.VERNON.CA.US

LEARN TO TRACK YOUR VEHICLE AT: WWW.NAFGETA.COM

PLEASE SIGN AND EMAIL TO ETA@NATIONALAUTOFLEETGROUP.COM X [Signature]

Mission Statement "To deliver the most efficient experience, while providing excellent service supplying Fleet Vehicles to our Customers Nationwide."

Disclaimer* All clients are strongly suggested to add all safety equipment including but not limited to: back-up alarm, back-up camera etc. on all vehicle orders; full disclaimer can be viewed at www.nationalautofleetgroup.com

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE

Code	Description
99L	ENGINE: DUAL EMOTOR - STANDARD BATTERY, -inc: 98 kWh usable capacity standard range high-voltage battery (STD)

TRANSMISSION

Code	Description
44L	TRANSMISSION: SINGLE-SPEED, (STD)

PRIMARY PAINT

Code	Description
YZ	OXFORD WHITE

PAINT SCHEME

Code	Description
---	STANDARD PAINT

SEAT TYPE

Code	Description
VS	MEDIUM DARK SLATE, VINYL BUCKET FRONT SEATS, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter

OPTION PACKAGE

Code	Description
110A	EQUIPMENT GROUP 110A STANDARD

2022 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2022 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1E	2022 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$39,974.00
OPTIONS		
99L	ENGINE: DUAL EMOTOR - STANDARD BATTERY, -inc: 98 kWh usable capacity standard range high-voltage battery (STD)	\$0.00
44L	TRANSMISSION: SINGLE-SPEED, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
VS	MEDIUM DARK SLATE, VINYL BUCKET FRONT SEATS, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	\$0.00
110A	EQUIPMENT GROUP 110A STANDARD	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$39,974.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,795.00
TOTAL PRICE	\$41,769.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment**MECHANICAL**

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery
Transmission: Single-Speed
GVWR: 8,250 lbs
Transmission w/Driver Selectable Mode
Full-Time All-Wheel
Driver Selectable Rear Locking Differential
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger and 14 Hrs Charge Time @ 220/240V

EXTERIOR

Wheels: 18" Machined w/Black High Gloss Pockets
Tires: 275/65R18 A/T
Regular Box Style
Aluminum Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Variable Intermittent Wipers

Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive
Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams

ENTERTAINMENT

Radio: AM/FM Stereo w/6 Speakers
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Fixed Antenna

INTERIOR

Vinyl Bucket Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature and Trip Odometer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 7 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 Connected Navigation (w/Free 3-Year Trial) Integrated Navigation System w/Voice Activation
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected built-in navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 7 120V AC Power Outlets

SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot

Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera

City Council Agenda Item Report

Submitted by: Lisette Grizzelle
Submitting Department: Human Resources
Meeting Date: August 2, 2022

SUBJECT

Memorandum of Understanding by and between the City of Vernon and the International Brotherhood of Electrical Workers, Local 47

Recommendation:

Adopt Resolution No. 2022-30 approving the Memorandum of Understanding by and between the City of Vernon and the International Brotherhood of Electrical Workers, Local 47 (IBEW) for the period of July 1, 2022 through June 30, 2025.

Background:

The previous Memoranda of Understanding (MOUs) between the City of Vernon and the City's four bargaining groups expired June 30, 2022. Pursuant to City Council direction and authority, negotiations with all four bargaining groups began in April 2022. Labor negotiations with IBEW, representing electric operators, dispatchers, engineers, and a variety of technical staff in the Public Utilities Department, have been ongoing since then for a successor MOU. On July 20, 2022, the parties reached a tentative agreement on a successor MOU which was then ratified by the IBEW membership on July 26, 2022.

It is recommended that City Council approve a successor MOU with IBEW for a three year term beginning July 1, 2022 through June 30, 2025 that reflects the following key provisions:

- A 3% Cost of Living Adjustment (COLA) effective July 31, 2022, July 2, 2023, and July 14, 2024;
- Increase Bilingual Pay from \$125 per month to \$275 per month effective July 31, 2022;
- Change in overtime/double time calculation;
- Increase in In-Lieu Holiday time from 48 hrs. to 60 hrs.;
- Development of supervisory guidelines for remote work;
- Prior City of Vernon service credit for current employees towards eligibility for retiree medical benefits and vacation accrual; and
- Various minor language changes to update and or eliminate outdated or obsolete language that is either no longer in effect or required update to reflect current practices.

Changes from the previous MOU are redlined in the draft 2022-2025 MOU (Attachment 2).

Fiscal Impact:

The estimated fiscal impact of the 2022-2025 IBEW MOU is approximately \$188,697.68 for Fiscal Year 2022-23. Sufficient funds are available in the salary and benefit accounts for the Public Utilities Department. Funding for future years will be included in future proposed budgets.

Attachments:

1. [Resolution No. 2022-30](#)
2. [2022-2025 IBEW MOU \(Redline\)](#)

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF VERNON AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 47 FOR THE PERIOD OF JULY 1, 2022 THROUGH JUNE 30, 2025

SECTION 1. Recitals.

- A. The International Brotherhood of Electrical Workers Local 47 (IBEW) has been recognized as an employee organization pursuant to Resolution No. 4027.
- B. On September 3, 2019, the City Council of the City of Vernon adopted Resolution No. 2019-37 approving a Memorandum of Understanding by and between the City and the IBEW for the period of July 1, 2019 through June 30, 2022.
- C. The City and IBEW have concluded labor negotiations regarding wages, benefits and working conditions for the period of July 1, 2022 through June 30, 2025.
- D. Representative members of the IBEW and the City have agreed to execute a Memorandum of Understanding (MOU) setting forth certain terms and conditions for employment of City of Vernon employees in classifications represented by IBEW, for the period of July 1, 2022 through June 30, 2025 (2022-2025 MOU).
- E. The City Council desires to approve the 2022-2025 MOU.

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 Memorandum of Understanding between the City of Vernon and the International Brotherhood of Electrical Workers Local 47, in substantially the same form attached hereto as Exhibit A.

SECTION 4. The City Council of the City of Vernon hereby instructs the City Administrator, or his designee, to take whatever action is deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the transactions herein approved or authorized, including but not limited to, any nonsubstantive changes to the 2022-2025 MOU attached herein.

SECTION 5. The City Council of the City of Vernon hereby directs the City Clerk,

or the City Clerk's designee, to send a fully executed 2022-2025 MOU to Stan Stosel, IBEW Local 47 Senior Assistant Business Manager.

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 2nd day of August, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, City Attorney



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 47**

July 1, 2022 through June 30, 2025



TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING

Preamble.....	6
---------------	---

ARTICLE ONE: FUNDAMENTALS

Section 1: Recognition	7
Section 2: No Discrimination	7
Section 3: No Strikes or Lockouts.....	7
Section 4: City/Union Meetings	7
Section 5: Union Business	7
Section 6: Management Rights.....	9
Section 7: Employee Rights	10

ARTICLE TWO: LEGAL LIMITATIONS, SAVINGS CLAUSE& TERM

Section 1: Legal Limitations and Savings Clause	11
Section 2: Term	11
Section 3: Maintenance of Existing Conditions	11
Section 4: Modification and Waiver.....	12
Section 5: Severability.....	12

ARTICLE THREE: ORGANIZATIONAL SECURITY

Section 1: Organizational Security	13
Section 2: Contracting Out Provision.....	13

ARTICLE FOUR: COMPENSATION

Section 1: Salaries	14
Section 2: Merit Steps	14
Section 3: Temporary Upgrade Pay – Special Assignment	14
Section 4: Bilingual Pay	15

Section 5:	Longevity Pay.....	15
Section 6:	Promotions.....	16
Section 7:	Reclassification	16

ARTICLE FIVE: OVERTIME

Section 1:	Overtime Authorization	17
Section 2:	Overtime Compensation	17
Section 3:	Compensatory Time.....	17
Section 4:	Call Backs	19

ARTICLE SIX: UNIFORMS, ALLOWANCE AND SAFETY EQUIPMENT

Section 1:	Uniforms	20
Section 2:	Safety Boot/Shoe Allowance	20

ARTICLE SEVEN: HEALTH AND WELFARE BENEFITS

Section 1:	Medical	21
Section 2:	Cafeteria Plan.....	21
Section 3:	Dental	22
Section 4:	Vision.....	22
Section 5:	Life Insurance	22
Section 6:	Deferred Compensation	22
Section 7:	Other City Employee Programs	23

ARTICLE EIGHT: RETIREMENT

Section 1:	P.E.R.S.	23
Section 2:	P.E.R.S. Supplemental Plans	24
Section 3:	Retiree Medical	25

ARTICLE NINE: HOLIDAYS

Section 1:	Holidays	27
Section 2:	In-Lieu Holidays	28

ARTICLE TEN: VACATION

Section 1:	Vacation Leave.	29
Section 2:	Vacation Accumulation	29
Section 3:	Scheduling of Vacation.....	30

ARTICLE ELEVEN: SICK LEAVE

Section 1:	Sick Leave.	31
Section 2:	Family Sick Leave	32

ARTICLE TWELVE: LEAVE BENEFITS

Section 1:	Jury Duty	33
Section 2:	Military Leave of Absence.....	33
Section 3:	Bereavement Leave.....	33

ARTICLE THIRTEEN: WORK SCHEDULE AND WORKING CONDITIONS

Section 1:	Provisions.....	35
Section 2:	4/10 Work Schedule.....	35
Section 3:	DuPont Schedule.....	35
Section 4:	Standby Policy	36
Section 5:	Performance Evaluations	37
Section 6:	Probation	38

ARTICLE FOURTEEN: GRIEVANCE PROCEDURE

Grievance Procedure	41
---------------------------	----

ARTICLE FIFTEEN: DISCIPLINE PROCEDURE

Discipline Procedure	44
----------------------------	----

ARTICLE SIXTEEN: JOINT LABOR MANAGEMENT COMMITTEE

Joint Labor Management Committee.....48

SIGNATURE PAGE

Signatures 49

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into with reference to the following facts:

- A. Representatives of management for the City of Vernon (hereafter “City”) and representatives of the International Brotherhood of Electrical Workers, Local # 47 (hereafter “Union”) have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee/members represented by the Union in the Utility Unit.
- B. The management representatives and the representatives of the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Vernon and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will establish the provisions regarding wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.
- C. This MOU incorporates, contains and represents all of the terms and conditions agreed upon by both parties as of July 1, 2022. Any previous agreements/practices which are contrary to the language in this MOU shall be null and void.

THEREFORE, the representatives of the City and the Union agree as follows:

The parties hereto have jointly recommended to the City Council of the City of Vernon that one or more salary resolutions be adopted effectuating the following provisions related to salaries, fringe benefits and other terms of employment for IBEW Union members.

ARTICLE ONE FUNDAMENTALS

Section 1: Recognition

The City recognizes the International Brotherhood of Electrical Workers, Local 47 (“Union”) as the certified majority representative of the employees, comprised of Addendum A, as the exclusive representative of the employees for purposes of collective bargaining for all terms and conditions within this Memorandum of Understanding.

Section 2: No Discrimination

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby. Neither the City nor the Union shall discriminate against any individual, or employee with respect to his/her compensation, terms, condition, or privileges of employment or because of an individual’s race, color, sex, religion, national origin, age, marital status, disability, pregnancy, sexual orientation, political or religious opinions or affiliations, or membership or non-membership in the Union.

Section 3: No Strikes or Lockouts

Both the City and the Union recognize the continuing obligation to provide electrical, gas and water service to the City of Vernon. Accordingly, during the term of this agreement, the Union, its officers, agents, representative and/or members agree they will not cause, condone or participate in any strike, walk out, work stoppage, job action, slowdown or sickout, including compliance with a request of other labor organizations to engage in any or all of the preceding activities.

During the term of this agreement, the City agrees it will not lockout employees represented by the Union.

Section 4: City/Union Meetings

Representatives from the Union and the City shall meet as needed to discuss issues of mutual concern.

Section 5: Union Business

A. Access to Facilities

Except as specifically identified in Section C below, all Union business will be conducted by employees and Union representatives outside of established work hours.

Nothing herein shall be construed to prevent a Union representative or an employee from contacting the Human Resources Director or other management representatives regarding personnel related matters during work hours. The authorized Union Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Union representative shall:

Obtain authorization for the visit from the Human Resources Director or designee. In the event the requested time and/or location of such visit by the Union Business Agent is denied because it would interfere with the operations of the department, the Human Resources Director or designee shall consult with the Union Business Agent regarding availability and set an alternative time and/or location for such visit within seventy-two (72) hours of the request.

The Union may schedule meetings in the City facilities at such times these facilities are not in use by submitting a written request to the Human Resources Director or designee, which shall include the date, time, and number of people expected. Approval will be granted in the same manner as it is granted to other organizations.

B. Shop Stewards

The City agrees to recognize up to three (3) Stewards appointed by the Union. The Union shall notify the City in writing of the names of each Steward.

C. Union Business

The Stewards shall be allowed release time during their regular work hours to conduct Union related business as necessary provided it does not unreasonably interfere with the Stewards' and/or employees' regular work duties. If a Steward must leave his/her work location to conduct Union related business, he/she shall first obtain authorization from his/her supervisor to do so. Authorization to leave will be granted unless such absence would be unreasonable. If such authorization cannot be granted promptly, the Steward will be informed when time can be made available. To the extent reasonable and compatible with City operational needs, such time will not be more than forty-eight 48 hours, excluding scheduled days off and/or legal holidays, after the time of the Steward's request unless otherwise mutually agreed upon. For purposes of this section, "Union Business" shall include grievance investigations, meetings with management called by management or the Steward, investigatory meetings where an employee has requested a Steward, contract/MOU negotiations, meetings with Human Resources involving personnel or labor relations matters, council meetings, health insurance committee meetings, and meetings of any other committees established by the City that involve matters directly pertaining to the bargaining unit with regard to said committees. Any Steward seeking leave time for Union business for tasks not listed in this section shall obtain authorization from the Human Resources Director or designee.

The City agrees to allow all employees of the bargaining unit paid release time to attend a Union meeting on site at the City up to twice per year, up to one 1 hour per meeting.

The City agrees to provide a total of 3 days (up to 36 hours) of paid release time per year for

employees selected by the Union to attend a Union-sponsored Steward seminar or training located in Southern California. The Union shall provide the City at least ten (10) calendar days prior written notice of the request to release the selected employees for the seminar. Such request shall include the date and start/end time of the seminar. City vehicles may be made available upon request subject to availability and the City's vehicle use policy.

Release time as provided for in any of the above sections shall not result in the City incurring any overtime.

Section 6: Management Rights

The City retains all of its exclusive rights and authority under Federal and State Law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- The exclusive right to determine the mission of its constituent departments, commissions, and boards;
- Set standards and levels of service; and to expand or diminish services;
- Determine the procedures and standards of selection of employment and promotions;
- Direct its employees;
- Establish and enforce dress and grooming standards;
- Relieve its employees from duty because of lack of work or other lawful reasons subject to the layoff procedure set forth in this memorandum of understanding;
- Maintain the efficiency of government operations;
- Determine the methods, means numbers, and kinds of personnel by which government operations are to be conducted;
- Determine the content and intent of job classifications;
- Determine methods of financing;
- Determine style and/or types of City issued wearing apparel, equipment, or technology to be used;
- Determine and/or change facilities, methods, technology, means, organizational structure, size, and composition of the work by which the City operations are to be conducted;
- Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right

to contract for or subcontract any work or operations of the City subject to the Contracting Provision set forth in this memorandum of understanding;

- To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- Establish and modify productivity and performance programs and standards;
- Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause in accordance with applicable laws and with the provisions of this MOU, and in accordance with Article XV – Discipline Procedure.
- Take all necessary actions to carry out its mission in emergencies; and
- Exercise complete control and discretion over its organization and the technology of performing its work.

The Union expressly and specifically agrees that except to the extent that the City's rights are expressly limited by the terms of this Agreement, the Union waives any and all of its rights to meet and confer on any of the City's rights; provided, however, that if the exercise of these rights impacts wages, hours, or terms and conditions of employment, the City will meet and confer on the effect of its actions. This will occur prior to implementation except in emergency circumstances as defined in law. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

Section 7: Employee Rights

The City and Union mutually recognize and agree to fully protect the rights of all employees covered by this MOU to join and participate in the activities of the Union and corresponding rights of covered employees to refrain from joining and participating in the activities of the Union. The City agrees that no employee shall be interfered with, intimidated, restrained coerced or discriminated against because of the exercise of these rights.

ARTICLE TWO

LEGAL LIMITATIONS, SAVINGS CLAUSE, AND TERM

Section 1: Legal Limitations and Savings Clause

It is understood and agreed that this Memorandum of Understanding (including, but not limited to, the provisions of the Fair Labor Standards Act) and any and all Resolutions or Ordinances adopted in implementation thereof are and shall be subject to all present and future applicable federal and state laws and regulations and shall be effective and implemented only to the extent permitted by such laws and regulations.

If any part of this Memorandum of Understanding or of any Resolution or Ordinance adopted in implementation thereof is in conflict or inconsistent with any such applicable provisions of federal and state laws or regulations or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded, and such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

Section 2: Term

- (a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 2022, and shall remain in full force and effect up to and including midnight, the 30th day of June 2025, or until the next Memorandum of Understanding becomes effective.
- (b) This Memorandum of Understanding shall be binding on the City and the Union when approved and adopted by the City Council.

Except as otherwise provided in Article IV, Section F, herein, the City and the Union agree to submit proposals for any changes related to wages, benefits and/or other terms of and conditions of employment affecting this Memorandum of Understanding between February 1, 2025 and March 1, 2025.

Section 3: Maintenance of Existing Conditions

Any employment policy, practices and/or benefits, including the alternative workweek schedule and overtime compensation are incorporated into this Memorandum of Understanding, unless otherwise stated herein. In the event of a conflict between the Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

Section 4: Modification and Waiver

The City reserves the right to add to, delete from, amend or modify the Administrative rules, the City Municipal Code, and the City's Personnel Policies and Procedures Manual during the term of the Memorandum of Understanding, subject to the requirements of the Meyers-Milias-Brown Act.

Section 5: Severability

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

ARTICLE THREE

ORGANIZATIONAL SECURITY

Section 1: Organizational Security

Upon receipt of written certification from the Union of an employee's voluntary authorization for the deduction, the City shall deduct and remit to the Union the Union's initiation fee and periodic dues for members of the Union. Should there be a dispute regarding the existence or terms of the authorization for deduction of dues and/or fees, the Union shall provide the City with a copy of the authorization(s) signed by the employee.

Dues and/or fees withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as a person authorized to receive such funds, at the address specified. Dues and/or fees shall be deducted from the first and second paycheck of each month and remitted to the Union by the last business day of the month.

The City shall not deduct money specifically earmarked for a PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request, to the employees who are members of the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or principal officer, or by a certified public accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959, or Government Code section 3546.5, shall satisfy this requirement.

The Union shall provide protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of any loss, claim, liability or cause of action arising out of the operation of this article.

Section 2: Contracting Out Provision

The City and the Union share a common interest in maintaining the stability and the security of the City's workforce. As such, the City agrees to notify the Union prior to any decision to contract with an outside party if such contracting out will have a significant, long-term impact on work performed by employees in classifications represented by the Union.

Such notification will be given before a decision to contract out is made, and the Union will have an opportunity to comment prior to a determination by the City to enter into contracting arrangements.

If such contracting out will result in potential layoff of any unit member(s), the City shall meet and confer over the impact and effect such contracting out will have on the membership.

This provision shall not apply to contracts already established at the time this MOU is adopted.

ARTICLE FOUR COMPENSATION

Section 1: Salaries

- A. Effective July 31, 2022, the base salaries for represented classifications shall be increased three percent (3%).
- B. Effective the first full pay period in July of each subsequent year during the term of the agreement, the base salaries for represented classifications shall be increased three percent (3%).
- C. Attached as “Addendum B” is a listing of the IBEW represented positions and the hourly, monthly or annual salaries of each classification. It is understood that the information listed in Addendum B may become outdated during the term of this Agreement.

Section 2: Merit Steps

- A. Employees who are not at the top step of their Classification Compensation Plan shall move to the next step on the Plan, if the employee achieved an overall “above average” as of their immediately preceding annual performance evaluation (s).
- B. The merit salary advances earned during the fiscal year shall go into effect at the beginning of the first full pay period of the fiscal year.
- C. The effective date of these merit salary advances (described in Section B above) shall not alter the employee’s actual classification anniversary date.

Section 3: Temporary Upgrade Pay – Special Assignment

Employees assigned to the Electric Operations Group and Generation Group, who in the discretion of the Department Head or his/her designee, are authorized to assume the duties of a higher level position and who are temporarily assigned by the Department Head or his/her designee to perform the duties of said higher level position shall receive a temporary Utilities Systems Operation Premium (USOP) increase of five percent (5%) after a total of three (3) hours worked in the higher class within an assigned shift, retroactive to the first hour for those hours worked in the higher classification. An employee will not be reassigned for the purpose of avoiding the USOP within an assigned shift.

The department head shall post a list of employees who are determined to be qualified for temporary upgrade. The list shall contain the title of each classification in which the employee is deemed eligible to perform at the higher level position. The employee shall have the option to decline the temporary upgrade.

Section 4: Bilingual Pay

An employee may be eligible to be compensated for bilingual pay if his/her regular job duties as described in his/her job description provide for interaction with the public on a regular basis. Employee must demonstrate proficiency in speaking Spanish (the ability to read and write in Spanish may also be tested if necessary). Proficiency would be determined by successful completion of a proficiency test as determined by the Human Resources Department. Those employees who successfully demonstrate this skill would be eligible to receive an additional \$275.00 per month for bilingual pay.

Section 5: Longevity Pay

A. Employees Hired on or Before June 30, 1994

Five (5) Years of Service

All eligible employees who have five (5) years of consecutive uninterrupted service on or before July 1, 1986, shall receive an additional five percent (5%) per month of their base salary effective July 1, 1986, and every year thereafter until reaching the next step. Employees upon reaching their 5th anniversary date after July 1, 1986, shall be entitled to said five percent (5%) per month upon said anniversary date.

Ten (10) Years of Service

All eligible employees who have ten (10) years of consecutive uninterrupted service on or before July 1, 1987, shall receive an additional ten percent (10%) per month of their base salary effective July 1, 1987, and every year thereafter until reaching the next step. Employees upon reaching their 10th anniversary date after July 1, 1987, shall be entitled to said ten percent (10%) per month upon said anniversary date.

Fifteen (15) Years of Service

All eligible employees who have fifteen (15) years of consecutive uninterrupted service on or before July 1, 1988, shall receive an additional fifteen percent (15%) per month of their base salary effective July 1, 1988, and every year thereafter until reaching the next step. Employees upon reaching their 15th anniversary date after July 1, 1988, shall be entitled to said fifteen percent (15%) per month upon said anniversary date.

Twenty (20) Years of Service

All eligible employees who have twenty (20) years of consecutive uninterrupted service on or before July 1, 1989, shall receive an additional twenty percent (20%) per month of their base salary effective July 1, 1989, and every year thereafter. Employees upon reaching their 20th anniversary date after July 1, 1989, shall be entitled to said twenty percent (20%)

per month upon said anniversary date.

B. Employees Employed On or After July 1, 1994 and before December 31, 2013.

The longevity program described in this Section will apply to all employees employed on or after July 1, 1994, and before December 31, 2013.

Five (5) Years of Service

All eligible employees who are employed on or after July 1, 1994, and before December 31, 2013, who attain five (5) years of consecutive uninterrupted service shall receive an additional five percent (5%) per month of their base salary. Such employees upon reaching their 5th anniversary date shall be entitled to receive said five percent (5%) per month upon said anniversary date. Further, such employees will not be entitled to receive any additional percentage increase to their base salary for further service. This subsection shall only apply to employees hired on or after July 1, 1994, and before December 31, 2013.

Section 6: Promotions

Upon promotion, employees will be placed at the step within the grade for the position which results in at least a five percent (5%) increase, except that such increase cannot extend beyond the top step of the range. Please refer to Personnel Policy II-3, Salary Plan Administration for specific terms and policy.

Section 7: Reclassification

In any case where a position is reclassified to a class with a salary grade having a higher maximum salary rate, and the incumbent meets the minimum qualifications for the new class, and is in fact performing the full range of duties and responsibilities of the new classification, the incumbent shall be placed at the step within the new salary grade that is closest to his/her current salary and that would provide a minimum of a five percent (5%) increase, not to exceed the maximum of the grade. Consideration of the reclassification recommendation shall be based on competitive conditions and the City's ability to pay and shall be subject to approval by the City Council. Please refer to Personnel Policy II-2, Reclassification Plan for specific terms and policy.

ARTICLE FIVE

OVERTIME

Section 1: Overtime Authorization

All overtime requests must have prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Section 2: Overtime Compensation

Employees will be paid overtime at time and a half (1.5) of their regular hourly rate for all eligible hours worked in excess of forty (40) hours in a single workweek.

For Operations and Generations personnel regularly assigned to a 4/10 work schedule, employees shall be paid overtime at the double-time rate of pay for hours worked in excess of 14 consecutive hours in a shift.

Employees regularly assigned to the 12-hour rotating Dupont schedule shall be paid at the double-time rate of pay for all hours worked in excess of 16 hours in a shift.

Holidays (regular, in-lieu and floating), sick time, vacation time, compensatory time, paid jury duty leave, and bereavement leave shall count as time worked for the purposes of computing overtime. Union leave, unpaid jury leave, disciplinary suspensions, and administrative leave shall not count as time worked for the purpose of computing overtime.

Section 3: Compensatory Time

In lieu of cash payment, an employee may request compensatory time for overtime worked. Accrual of compensatory time shall be limited at any point in time to a maximum of sixty (60) normal working hours. Compensatory time shall be calculated by multiplying the number of overtime hours worked by the appropriate factor of 1.5 or 2 times the regular hourly rate.

- A. Planned overtime shall be compensated as mutually agreed upon in advance by employee and employer.
- B. Scheduling of compensatory time requires prior management approval and must be preceded by a ten (10) day notice of intended use from the employee. Management may waive the ten (10) day notice in cases of emergency. Compensatory time off may be taken

only in 15 minute increments. The ten (10) day notice requirement shall not apply to attendance at funerals; the employee will notify management as soon as the need to be absent for a funeral is known.

Section 4: Call Backs

Emergency call back duty occurs when an employee is requested to report to duty on a non-regularly scheduled work shift. Emergency call back policy is applicable when an employee is requested to return to work after the employee's work day is completed and/or prior to when the employee is scheduled to begin his/her shift. Emergency call back does not occur when an employee is held over from his/her prior shift or is working planned overtime.

An employee called back to duty shall be credited with a minimum of four hours of work at the applicable overtime rate. Any hours worked in excess of four hours shall be credited for actual time worked at the applicable rate. During emergency call back, any paid sick leave hours taken during that week shall be counted as hours worked for the purpose of computing overtime.

If the employee is called back to duty, his/her work time shall be credited commencing when the employee reports to work and shall conclude when the employee leaves work.

For Operations and Generations personnel regularly assigned to a 4/10 work schedule, employees shall be paid overtime at the double-time rate of pay for hours worked in excess of 14 consecutive hours in a shift.

Employees regularly assigned to the 12-hour rotating Dupont schedule shall be paid at the double-time rate of pay for all hours worked in excess of 16 hours in a shift.

ARTICLE SIX

UNIFORMS, ALLOWANCE AND SAFETY EQUIPMENT

Section 1: Uniforms

The City shall provide uniforms in accordance with departmental policy to all personnel who are required to wear uniforms while on duty.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees' Retirement System annually as special compensation.

Section 2: Safety Boot/Shoe Allowance

The City will provide a safety boot/shoe allowance of \$200.00 payable in January of each year of the contract for those employees required to wear safety boots/shoes. The boots/shoes purchased must be appropriate to the employee's job classification and must meet applicable CAL-OSHA regulations and City/Departmental policies.

Employees hired after January 1st will be eligible for a pro-rated amount as follows:

Hired, Promoted, or Reclassified on or between:	Safety Boot/Shoe Allowance
January 1 – March 31	\$200
April 1 – June 30	\$150
July 1 – September 30	\$100
October 1 – December 31	\$50

Employees receiving the boot/shoe allowance are required to wear the prescribed boots/shoes at all times while in the field or as required. Employees must maintain boots/shoes in proper condition to ensure employee safety. The City reserves the right to determine if the boot or shoe is appropriate to job classification in conformance with applicable CAL-OSHA regulations and City/Departmental policies.

ARTICLE SEVEN

HEALTH AND WELFARE BENEFITS

Section 1: Medical

The City offers various medical plans to employees. The City reserves the right to select, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future.

The City shall meet with the Union prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

Section 2: Cafeteria Plan

The City and Union agree to a section 125 cafeteria plan (non-cashout), for this bargaining unit effective July 1, 2016. The City will adhere to the cafeteria plan requirements in accordance with IRS Section 125 regulations. The City shall provide to each employee in this bargaining unit a monthly allowance toward the cost of his/her medical plan as outlined in Subsection A through C below. In the event an employee does not exhaust nor exceed his/her monthly medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of dental, vision, supplemental or ancillary plans offered through the City and approved by the Director of Human Resources.

- A. Effective July 1, 2016, the City shall provide a contribution equal to the total premium costs of Employee-Only, Employee + Spouse, Employee + Child(ren), or Employee + Family lowest-cost HMO, lowest-cost Dental DMO, and lowest cost vision plan that corresponds with the employees' benefit selection. Employees who elect a health plan whose premium cost is higher than the Low HMO medical, dental and vision, will be responsible for any applicable excess premium costs. However, if an employee opts out of dental and/or vision coverage, then they may use these allotments for those respective coverages to pay towards the excess medical premiums. The City understands that the allotment amounts will vary based on the premium costs that go into effect on January 1 of each calendar year of the term of this Agreement.
- B. During the term of this Agreement, Employees will be allowed to opt in to the Employee + Family plan during any open enrollment period or upon a qualifying event as prescribed and defined by the City's insurance provider.
- C. For Employees electing Employee-Only, Employee + Spouse or Employee + Child(ren) plans, the maximum contribution by the City shall be either the amount set forth in Section A or \$1120, whichever is greater. For employees enrolled in the PPO/HSA plan, the City shall pay up to 100% of the monthly cost of the plan for employees and eligible

dependents, not to exceed \$870 per month. In addition, for each employee enrolled in a PPO/HSA plan, annually the City shall make lump sum contributions to a health savings account (HSA) as follows: \$1,500 in January, and \$500 each in March, June, and September. The cost of any PPO/HSA plan selected by the employee that exceeds \$870 shall be paid by the employee through a pre-tax payroll deduction.

Employees who are military veterans who receive medical coverage through the Veterans Administration (VA) shall be exempt from the requirement to enroll in the City's medical plan. Employees who have medical coverage through the VA shall still be entitled to enroll in the City's dental, vision insurance and to purchase other supplemental benefits up to the amount they would have received for their elected VA medical coverage tier. For example, if an employee who receives medical insurance through the VA elects Employee Only medical coverage tier, then he or she is eligible to receive cafeteria benefit amount up to the lowest cost HMO employee only tier.

Section 3: Dental:

The City of Vernon provides a dental insurance plan to employees. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to apply any unused portion toward the purchase of dental insurance for himself/herself and eligible dependents. The cost of any plan selected by the employee that exceeds his/her monthly employer medical allowance shall be paid by the employee through a pre-tax payroll deduction.

Section 4: Vision

The City of Vernon provides a vision care plan to employees. All premiums for vision coverage at each tier of coverage are to be deducted from the total monthly city contribution for Medical, Dental and Vision coverage. In the event an employee does not exceed their monthly employer medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of additional provided coverage for vision care.

Section 5: Life Insurance

The City provides life insurance up to \$20,000 in coverage to employees. The City shall pay 100% of the cost of such plan for employees. The City's agreement to pay full or partial costs of said premiums shall not create or ripen into a vested right for said employee.

Section 6: Deferred Compensation

Employees are eligible to participate in the City's Deferred Compensation Program. Should the City adopt a resolution that allows employees to contribute accrued sick leave to deferred compensation contributions, the parties agree to re-open this provision to allow IBEW-represented employees to participate in such program.

Section 7: Other City Employee Programs

Employees are eligible to participate in all City sponsored programs adopted by City Council Resolutions that are intended to benefit all employees in the areas including, but not limited to the following areas. Information on these policies and programs may be found using the link provided.

- Computer purchase program
<https://www.cityofvernon.org/home/showpublisheddocument/824/637635968056100000>
- Corrective eye surgery loan program
<https://www.cityofvernon.org/home/showpublisheddocument/1370/637635968698500000>
- Flexible Spending Account
<https://www.cityofvernon.org/government/human-resources/benefits/current-employees/-folder-172>
- Hearing aid device loan program
<https://www.cityofvernon.org/home/showpublisheddocument/1376/637635968710400000>
- Education Assistance Program
<https://www.cityofvernon.org/home/showpublisheddocument/826/637635968096430000>
- Court Time
<https://www.cityofvernon.org/home/showpublisheddocument/412/637618110854800000>

ARTICLE EIGHT RETIREMENT

Section 1: Public Employee Retirement System (“PERS”)

The City shall maintain its contract with the California Employees Public Retirement System (PERS) that provides IBEW employees with 2.7% at 55 PERS retirement benefit plan.

As a result of the recent passage of AB 340, Public Employee Pension Reform Act (PEPRA), new CalPERS members hired on or after January 1, 2013, who meet the definition of new member under PEPRA, shall be provided a 2.0% at 62 PERS retirement benefit plan.

IBEW members shall be responsible for paying 100% of their PERS employee’s contributions.

The City and Union agree to a reopener to discuss the impacts and effects if the applicable laws concerning PERS are amended during the term of this contract.

The City makes no representation as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income. Employees/Union expressly acknowledge that any determination by CalPERS to not fully credit the compensation

and/or service time provided under this Agreement is not a proper basis on which to void the Agreement. Employees/Union further acknowledge that they will not pursue any claim or action against the City related to any determination made by CalPERS in connection with this Agreement.

Effective August 20, 2019, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of nine percent (9%).

Effective July 5, 2020, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of ten percent (10%).

Effective July 4, 2021, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of eleven percent (11%).

Section 2: Supplemental PERS Retirement Benefits

The City agrees to provide additional supplemental retirement benefits to IBEW employees under PERS as follows:

- Gov’t Code Section: 20042 – (Classic Members Only) One Year Final Compensation
- New employees hired on or after January 1, 2013 who meet the definition of new member under PEPRa shall receive 3 Year Average Final Compensation
- Gov’t Code Section: 21024 – Military Service Credit as Public Service
- Gov’t Code Section: 21548 – Pre-Retirement Option 2W Death Benefit
- Gov’t Code Section: 21573 – Third Level of 1959 Survivor Benefits

Section 3: Retiree Medical

- A. The City will pay up to the amount equivalent to the then current, lowest cost, employee only HMO insurance premium for the City's medical and/or dental insurance premium(s) for all full-time regular employees who retire at age sixty (60) or later, with at least twenty (20) years of continuous uninterrupted service. Retired employees will be permitted to enroll in a higher-cost plan and pay the amount in excess of the HMO equivalent.
- B. All full-time regular employees with at least thirty (30) years of continuous uninterrupted service who retire before the age of sixty (60) years will be permitted to pay their medical and/or dental insurance premiums, and, upon reaching the age of sixty (60), the City will pay up to the amount equivalent to the then current lowest cost, employee only HMO medical and/or dental insurance premium(s).
- C. Eligible retired employees may opt not to enroll in the City's medical and/or dental insurance coverage and instead receive a monthly reimbursement payment equivalent to the then-current lowest cost City-offered Employee-only medical-HMO and/or dental HMO insurance premium. An eligible retired employee who chooses this option and later has no reimbursable expenses is still eligible to receive the reimbursement at a later time when he or she does have qualifying reimbursable expenses. Once an employee who has opted out reaches Medi-care eligibility, the retiree shall receive a monthly reimbursement equal to the then-current cost of supplemental coverage. Once a retired employee opts not to enroll in the City's medical and/or dental insurance, he or she will not be allowed to re-enroll in the City's health plans.
- D. All full-time regular employees, who retire with a minimum of ten (10) years of continuous uninterrupted service with the City may pay the premium(s) for medical and/or dental insurance.
- E. Current active employees as of July 1, 2022, who have had a break in service with the City shall receive credit for any previous full-time City of Vernon service for the purpose of determining eligibility for retiree medical benefits.
- F. All retiree medical and/or dental insurance benefits provided pursuant to subsections A, B, and C above, shall be for retired employees only and shall not include their spouses or other dependents.
- G. All retired employees who receive medical and/or dental insurance benefits pursuant to subsections A, B, or C above and who reach the age of sixty-five (65), are required to be enrolled in Medicare, and shall show proof of such enrollment, where upon the City's insurance policy will become supplemental coverage, if applicable.
- H. The City's obligation to make any payment under the retiree medical benefits

program shall automatically terminate and cease upon the death of the retired employee.

- I. The offer of the retiree medical benefits is not a vested right for future years.

ARTICLE NINE

HOLIDAYS

Section 1: Holidays

- A. All full-time employees, excluding employees assigned to the 12-hour rotating shift (DuPont Schedule) or any Resource Scheduler and Mechanic, Lead on the Tuesday through Friday schedule, shall be provided with the following holidays with pay subject to the provisions below.
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 – Columbus 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
 14. Such other days as may be designated as holidays by the City Council of the City of Vernon
- B. If an authorized holiday falls on a Sunday, the following Monday shall be treated as the holiday. Holidays falling on a Friday or Saturday, shall not be granted as an authorized holiday to employees.
- C. Temporary, and part-time employees are not eligible for paid holidays.
- D. An employee whose regular 4/10 shift assignment falls on an authorized holiday and who is required to work on that day shall be paid at his/her regular hourly rate of pay for the holiday, plus 2X (two times) his/her regular hourly rate of pay for the actual hours he/she was required to work on the authorized holiday.
- E. If New Year's Day or Christmas Day falls on a Friday or Saturday, and the 4/10 employee is required to work on that day, he/she shall not receive holiday pay (as set forth in subsection B above), but shall be paid 2X (two times) his/her regular hourly rate of pay for the actual hours he/she was required to work on that day.
- F. Employees assigned to the 12-hour DuPont Schedule and the Tuesday through Friday Resource Scheduler and Mechanic, Lead schedule shall not be eligible for Holiday pay, but shall instead receive forty-eight (48) hours of In-Lieu Holiday time subject to the provisions below.

Section 2: In-Lieu Holiday Time

- A. An employee regularly assigned to the 12-hour rotating shift (DuPont Schedule) whose duties are such that he/she does not receive the benefits of regular legal holidays, shall be granted 60-hours of In-Lieu Holiday time effective July 1st of each fiscal year.
- B. An employee regularly assigned to the classification of Resource Scheduler and Mechanic, Lead, whose regular work schedule of Tuesday through Friday is such that he/she shall not receive the benefits of regular legal holidays of the City of Vernon, shall be granted 120-hours of In-Lieu Holiday time effective July 1st of each calendar year.
- C. Such In-Lieu Holiday time shall only be granted so long as said employee is on the active payroll of the Department.
- D. In-Lieu Holidays must be taken prior to June 30th of the fiscal year in which they are provided. Holidays may be taken as days off on dates desired by the employee subject to the approval of the Department Head or designee.
- E. Such In-Lieu Holidays not taken within the prescribed timeline, shall not be paid for unless the employee was continuously denied the opportunity to utilize them during the fiscal year for which such In-Lieu Holidays were granted. In that case only, the employee shall be paid for said In-Lieu Holidays not taken with his or her first payroll check on or after June 30th of the year in which the in-lieu holidays were granted, at his or her then regularly hourly rate of pay, excluding all other compensation computed in accordance with the applicable salary.
- F. An employee who resigns, retires, transfers into a 4/10 work schedule or is terminated shall not be entitled to any compensation for In-Lieu Holidays not taken unless previously denied.

ARTICLE TEN VACATION

Section 1: Vacation Leave

All full-time employees shall accrue vacation according to the following schedule:

4/10 Schedule:

<u>Continuous Years of Service</u>	<u>Vacation Hours Earned</u>	<u>Bi-Weekly Accrual</u>
1 st year thru 4 th year	80	3.08
5 th year thru 9 th year	100	3.85
10 th year thru 14 th year	120	4.62
15 th year thru 24 th year	160	6.16
25 th year and more	190	7.31

12-Hour Rotation Shift (DuPont Schedule):

1 st year thru 9 th year	120	4.62
10 th year thru 14 th year	160	6.16
15 th year and more	160 + one week's equivalent	6.16
	salary on anniversary date and each anniversary date thereafter.	

Current active employees as of July 1, 2022, who have had a previous break in service with the City shall receive credit for any previous full-time City of Vernon service for the purpose of determining accrual of vacation leave.

Section 2: Vacation Accumulation

- A. Accumulation and carry-over of vacation leave shall be limited to a maximum of the number of hours the employee was eligible to accrue during the immediately preceding year. In or about February of each year, employees shall be compensated for unused accrued vacation benefit in excess of the allowed accumulated amount referenced above. Cash-out monies may be taken as cash or may be contributed to the employee's 457 deferred compensation account subject to the rules of the plan.
- B. No vacation leave shall be accumulated by employees while they are on an unpaid leave of absence or non-work related disability leave.
- C. In the event one or more City holidays fall within a vacation period, such holidays shall not be charged as vacation leave.
- D. Upon separation from City employment, compensation shall be paid for vacation leave which has been earned but not taken.

Section 3: Scheduling of Vacation

- A. Vacation leave shall be scheduled with the approval of the Department Director or his or her designee by submitting a Leave Request Form in writing, within ten business days before the beginning of the vacation. Vacation leave requests for extended times (3 weeks or more), unless an unforeseen emergency exists, shall be submitted at least thirty (30) days in advance of the beginning of the vacation. Vacations shall be approved subject to the needs of the department. The employee's seniority and wishes will be factors that are considered during the scheduling process. Non-earned vacation leave shall not be allowed.
- B. Vacation leave requests shall not be in excess of such leave actually earned at the time it is requested or in excess of the regular scheduled workweek.

ARTICLE ELEVEN

SICK LEAVE

Section 1: Sick Leave

Full-time Employees shall accrue up to 80 hours of sick leave per calendar year, at a rate of 3.08 of sick leave hours per pay period. If the full-time employee works, or is on regular paid status, less than a full year, the hours of sick leave will accrue on a pro rata basis. In accordance with the Healthy Workplaces, Healthy Families Act of 2014, beginning July 1, 2015, all part-time and temporary employees (excluding CalPERS retired annuitants) working for 30 or more days within a year shall be entitled to accrue paid sick days at the rate of one (1) hour per every 30 hours worked and shall be eligible to use accrued sick leave after satisfying a 90-day employment period. Employee shall only receive sick leave accrual while they are in a paid status.

- A. The City shall allow annual carry-over of sick leave hours up to a maximum accrual cap of 960 hours. This bank of carry-over would provide a cushion for longer-term illnesses and injuries.
- B. Employees will continue to accrue sick leave hours at the 80 hours per year rate, and any sick leave hours exceeding 960 will be compensated in or about February of each year at 50% of the employee's hourly rate. Cash-out monies may be taken as cash or may be contributed to the employee's 457 deferred compensation account subject to the rules of the plan.
- C. Sick leave shall be allowed only for actual illness or injury not arising out of and in the course of employment. If sick leave on account of illness or injury exceeds two (2) working days, the employee, prior to returning to work, shall submit a statement from a physician or a qualified medical professional approved by a physician, certifying that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. All sick leave shall be approved by the department head. Notwithstanding the above, the City may require verification of sick leave use whenever it has reason to believe there is misuse, abuse or a pattern of abuse.
- D. Except as hereinafter provided, upon retirement or disability retirement pursuant to City Council approval, or under the State Employees' Retirement System or pursuant to the provisions of any applicable agreement between the City and a state retirement system, or upon death, accumulated and unused sick leave credit shall be paid on the following basis:
 - a. If an employee resigns from the City with 20 years or more of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave bank at the time of separation at 50% of his/her then current regular hourly rate of pay.
 - b. If an employee retires from the City with 15 to 20 years of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave

bank at the time of separation at 50% of his/her then current regular hourly rate of pay. If an employee retires from the City with more than 20 years of continuous service, he/she will be compensated for all unused sick leave hours in his/her/ sick leave bank at the time of separation at 100% of his/her then current regular hourly rate of pay.

Section 2: Family Sick Leave (Kin Care)

Employees may use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not more than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for qualifying family illness as follows: Sick leave for family illnesses will be allowed only for the sickness of the spouse, children, mother, or father of the employee. In the case of joint custody of a child, illness of the child occurring at the other custodial parent's house may also qualify. All family sick leave shall be approved by the department head.

ARTICLE TWELVE

LEAVE BENEFITS

Section 1: Jury Duty

- A. All regular full-time employees summoned to serve on jury duty shall be provided “Jury Duty Pay” and there shall be no loss of compensation. An employee will be compensated up to two weeks at full pay for jury duty. The employee must provide notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the expected start date of the jury duty.
- B. An employee on call for jury duty is expected to report to work. An employee who is called in for jury duty does not have to report to work before or after appearing in court. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the court. Employees shall notify their supervisor on the day they are released from their jury duty obligations.
- C. Except as herein provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation. Jury duty performed on an employee’s regular day off shall not be compensated by the City and the employee shall be entitled only to the jury’s compensation for duty performed on such employee’s regular day off. Employees assigned to jury duty on a City authorized holiday will be considered to have taken such a holiday and will receive regular holiday pay, but the employee shall be entitled to the jury compensation for duty performed on such holiday.
- D. For those employees working graveyard and swing shift, or other shifts starting at an early and/or late hour (i.e., 5:00 a.m. or 9:00 p.m.); Management shall reschedule the employee to a day shift with a start time ranging between 7:00 a.m. to 9:00 a.m. Monday thru Friday. This temporary reassignment shall be only for the duration of the jury duty. Reassignment of duties may also be made so that the employee may have more productive time prior to, and following release from, jury duty.

Section 2: Military Leave of Absence

Military leave shall be granted in accordance with the provisions of applicable federal and state law. Every employee entitled to receive the benefits of military leave shall give his/her Department Director the opportunity, within the limits of the law and military necessity, to determine when such leave shall be taken.

Section 3: Bereavement Leave

Permanent full-time employees, regardless of period of service, may in the event of death or if death appears imminent, of any “immediate family member” as defined below including the equivalent relatives of a registered domestic partner, be allowed up to the equivalent of four (4) work days (40 or 48 hours, based upon the employee’s regular work schedule) of bereavement leave without loss of salary.

Relative	All Regular Employees
Spouse	4 work days
Child	4 work days
Registered Domestic Partner	4 work days
Step-Child	4 work days
Parent	4 work days
Step-Parent	4 work days
Mother-in-law	4 work days
Father-in-law	4 work days
Step-Parent-in-law	4 work days
Grandchild	4 work days
Step-Grandchild	4 work days
Grandparent	4 work days
Grandparent-in-law	4 work days
Brother	4 work days
Sister	4 work days
Step-Sister	4 work days
Step-Brother	4 work days
Daughter-in-law	4 work days
Son-in-law	4 work days
Brother-in-law*	4 work days
Sister-in-law*	4 work days

For purposes of this provision, “brother-in-law” and “sister-in-law” are defined as the brother-in-law or sister-in-law of the employee, or sibling of the employee’s spouse.

Bereavement leave is paid over a maximum of seven (7) work days and is paid in thirty minute increments. The bereavement leave begins on the first regularly scheduled workday as requested by the employee. If the employee learns of the death while at work, he or she is entitled to leave work immediately; this partial day leave will not be counted towards the bereavement leave. Bereavement leave must be authorized by the Department Director and must be utilized within 15 days of employee learning of the death, or of the date of foreseen imminent death of the immediate family member, unless special circumstances require that the leave begin at a later date. Such requests to the Department Director shall be made within 15 days of the employee learning of the death or of the date of foreseen imminent death and shall not be unreasonably denied.

ARTICLE THIRTEEN

WORK SCHEDULE AND WORKING CONDITIONS

Section 1: Provisions

The seven (7) day work period shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59:59 p.m. except as modified by management. In the event the City needs to adjust any work schedule, the City agrees that no such modification will be conducted without first notifying the effected employees a minimum of 10 days prior to the change unless agreed to by the effected employee(s) and the Director of Gas & Electric or designee.

Section 2: 4/10 Work Schedule

The City agrees to continue the 4/10 work schedule for employees assigned to work between Monday – Friday shifts.

Section 3: DuPont Schedule

The DuPont rotating shift plan provides 24/7 coverage of critical operational positions. This type of schedule has been utilized successfully in several United States industries in order to enhance workplace safety, provide additional rest for staff, decrease calls backs and allow for more shift coverage. 24-hour operation staff shall work a twelve-hour shift. Vernon Public Utilities Dispatchers, Electric Operators, Control Room Operators and Field Operators are assigned to these shifts.

Section A: General Provisions

The seven (7) day work period shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59:59 p.m. except as modified by management. In the event the City needs to adjust any work schedule, the City agrees that no such modification will be conducted without first notifying the effected employees a minimum of ten calendar days prior to the change unless agreed to earlier by the effected employee(s) and the Director of Public Utilities or designee.

Day 1 of these Dupont schedules typically begin on a Monday but Day 1 can be any day of the week. At the end of the cycle, the entire sequence starts over. Crews are able to review schedules in advance for planning.

Section B: DuPont 4 Schedule

The DuPont 4 schedule consists of 4 crews rotating in 12 hour shifts day and night to provide 24/ 7 coverage. The DuPont 4 schedule consists of a 4-week cycle during which each team works as follows:

- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 7 consecutive days off duty.

Section C: Dupont 5 Schedule

The DuPont 5 schedule consists of 5 crews rotating in 12 hour shifts day and night to provide 24/ 7 coverage. The DuPont 5 schedule consists of a 10-week cycle during which each team works as follows:

- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 4 consecutive days off duty;
- 4 consecutive relief shifts (12 hours), followed by 6 consecutive days off duty;
- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 4 consecutive days off duty;
- 3 consecutive relief shifts (12 hours), followed by 7 consecutive days off duty;

Section 4: Standby Policy

Stand-by time is that period of time other than the employee's regularly scheduled working hours when an employee, at the direction of his/her Department Head, is on standby duty.

The Department Head shall post a list of employees who are determined to be qualified to perform stand-by-duty. The list shall contain the title of each classification in which the employee is deemed eligible to perform stand-by duty. The stand-by duty and period shall be defined by the Department Head. The stand-by list will be made available 72 hours, or as soon as practical, prior to the start of stand-by.

4/10 Schedule

The stand-by rotation list for employees working the 4/10 work schedule will first be filled through volunteers from the respective classification, and then from volunteers from other classifications who are deemed eligible for stand-by in that classification. If there are no volunteers available, employees shall be involuntarily placed on stand-by status pursuant to a rotational plan within the respective classification from the list of employees qualified to perform stand-by duties.

DuPont Schedule

The stand-by rotation list for employees working under the DuPont 4 or DuPont 5 Schedule will be filled through a mandatory rotation list during the employees' day off-cycle. Unless it is determined an emergency or voluntary basis, it is not the City's intent to place employees on stand-by during their scheduled 6 or 7-day off cycle under the DuPont 4 or DuPont Schedule.

Stand-by duty employees are free to engage in personal business and activities. However, in order to be eligible for stand-by duty and pay, employees must:

- A. Be ready to respond immediately.
- B. Be reachable by City-issued cell phone.
- C. Be able to report to work within one (1) hour of notification.
- D. Refrain from activities that might impair their ability to perform assigned duties. This includes, but is not limited to, abstaining from the consumption of any alcoholic beverage and the use of any illegal drug or incapacitating medication.
- E. Respond to any call back during the assigned standby duty.

Employees on stand-by shall receive two (2) hours of regular straight time compensation for each day that the employee is assigned stand-by.

On City recognized Holidays, employees on stand-by will be compensated four (4) hours of straight time compensation.

An employee assigned to stand-by who is not available to report may be subject to appropriate disciplinary action, unless he/she provides sufficient notice to his/her immediate supervisor of incapacity to respond prior to the call back so that appropriate arrangements can be made so that the stand-by duty is covered.

Section 5: Performance Evaluations

It is agreed that an employee is not required to sign his/her Performance Evaluation when first presented with it. The employee's signature is an acknowledgment that the performance appraisal was discussed. The signature does not necessarily mean that the employee agrees with evaluation content. If there is a refusal to sign a performance evaluation, the supervisor shall note on the performance evaluation the refusal of the employee to sign. The employee may enter remarks in the space provided or attach a separate written response specific to the evaluation within ten calendar days of the employee's receipt of the Performance Evaluation. An employee shall receive a copy of the performance evaluation and the department may place a copy in an internal file. Please refer to Personnel Policy IV-1, Performance Evaluations for detailed procedures and policy.

Section 6: Probation

Probation is defined as a period of tentative appointment to a permanent-full-time position, during which competence and fitness for that position shall be judged from actual performance of the essential functions of the job.

The probation period shall be considered a part of the selection process, affording the appointing authority an opportunity to evaluate those factors and qualities which may not have been determined by formal testing procedures. Before employees are appointed to their positions on a permanent, classified (i.e. non-at will) basis, such employees must satisfactorily complete a probation period. Failure to meet the performance standards for a position is not considered discipline.

An employee serving a probationary period has no property interest in his or her position until the probationary period is successfully completed, and the employee is considered at-will during the probationary period.

Probation required - Probationary periods shall be required for all appointments/promotions to regular full-time classified positions for:

- a. Initial hire into the City service
- b. Promotion in which an employee moves from a position in one class to a position in another class with a salary range having a higher maximum rate of pay
- c. External departmental transfer (except in case of transfer in lieu of layoff, or reorganization)
- d. Rehire, if more than 12 months have elapsed since voluntary separation

Probation not required - Probationary periods shall not be required for:

- a. Appointments of a temporary, emergency, or of an "acting" nature
- b. Status change in which an employee has no change in duties and responsibilities as a result of changing the number of hours worked per week (e.g. moving between full-time and part-time) within the same classification and department (e.g. Administrative Assistant working 40 hours a week instead of 20 for the same department). In order for this section to apply, the employee must have worked in the classification 1040 hours to satisfy the 5-month probationary period or 2080 hours to satisfy the 12-month probationary period.
- c. Internal departmental transfer within the same classification
- d. Reclassification of position
- e. Internal or External department transfer in lieu of layoff or reorganization

- f. Voluntary demotion (non-performance related or in lieu of discipline)

Length of Probationary Periods

- a. General rule: Probationary periods shall be for 6 months of continuous service in that classification for general employees and 12 months of continuous services in that classification for safety employees.
- b. Calculation of start of period: The actual date set for purpose of calculating the start of the probation period shall be the first date of hire (for a new employee), and for other employees, the first date of the pay period for which the new classification applies (typically the first day of the pay period that starts after the new classification is announced).

Extension of Probationary Periods

An employee's initial probation may be extended, at the Department Head's discretion, if necessary, for a period not to exceed 6 months. The Department Head is encouraged to confer with the Human Resources Department prior to taking action. If extended, such action must be taken during the initial probationary period.

Any extended period of absence from duty for 20 working days or more for any reason except scheduled vacations, shall automatically cause a probation period to be extended for a period equal to the period of absence.

Performance Reviews

Department Heads shall initiate performance evaluations on all probationary employees. These records may be considered in decisions related to employee's eligibility to continue employment during the probationary period.

Status Upon Completion of Probation

A permanent appointment to a position in the City service shall be made upon satisfactory completion of the probationary period. The Department Head shall draft appropriate documents to retain or not to retain a probationary employee. Upon being appointed to a position that is both regular and permanent, an employee has a property interest in the employee's job, thus giving the employee certain rights required by law.

Separation During Probationary Period

If at any time during the probationary period, including any probationary extension period, the appointing authority determines that the employee does not meet standards for the position, the employee shall be separated from the position without right of hearing or appeal.

Employees who are discharged from probationary positions have the right to return to their former regular position with the City, if any. To have this right, the discharged employee must have held a

position with the City for which the employee had satisfactorily completed any probationary period. Except for safety personnel, the former position must be vacant with no incumbent occupying the position previously held by the employee.

ARTICLE FOURTEEN

GRIEVANCE PROCEDURE

Definition

A grievance shall be defined as an allegation by an employee or the Union of misinterpretation, misapplication or violation of a particular provision of this MOU, City policy, rule or past practice.

Days

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

Step One - Immediate Supervisor

Employees shall have the right to present their own grievance or do so through their Union representative.

Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which (a) identifies the aggrieved, (b) contains the specific nature of the grievance, (c) indicates the time or place of its occurrence, if known, (d) states the article(s) of the MOU, City policy, rule or past practice which have been violated, misinterpreted or misapplied, (e) indicates the persons contacted at the informal stage, if applicable, and (f) states the corrective action desired. Grievances may be submitted via email, so long as the employee attaches the grievance form to the email by the required time line. If an employee includes attachments to the grievance form and those attachments are not included in the email or in-person submission, the City shall notify the employee that all attachments were not included and that the deadline for the City to respond to the grievance will not begin to run until all the attachments are received.

Failure by management to reply to the employee's grievance within the time limits specified automatically grants the employee the right to process the grievance to the next level. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

All the time periods specified in this procedure may be extended by mutual written (including email) consent of the aggrieved employee(s), Union representative and the designated management representative.

Informal Procedure

Within eight (8) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee may discuss the complaint with his/her immediate supervisor. Employees are encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

An employee, at his or her sole discretion, may opt to skip the Informal Procedure resolution process

and instead go directly to Step One. If an employee chooses to proceed with the Informal Procedure, he/she or their union representative shall inform the Human Resources Director, within one day of initiating the Informal Procedure, that he/she has initiated the Informal Procedure and the date the informal grievance was first discussed with his/her supervisor.

Within eight (8) days of the discussion with the employee, the supervisor shall verbally respond to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal process described below.

Formal Procedure

Step One - Immediate Supervisor

Within the time period referenced above or, if the employee chooses to skip the Informal Procedure, within eight (8) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee(s) or the Union shall initiate the grievance procedure by explaining the situation in writing as prescribed above to the immediate supervisor of the affected employee(s). The Union and/or employee(s) waives the right to proceed with the grievance if the grievant does not initiate the procedure by this deadline. After the presentation of the grievance to the supervisor, the supervisor shall make a decision and present his/her decision, in writing, to the Union and employee(s) within eight (8) days.

Step Two - Department Director

If the Union or employee(s) is not satisfied with the decision of the immediate supervisor, the grievant shall present the grievance, in writing, to the Department Director within eight (8) days of the decision of the immediate supervisor. The Union and/or employee(s) waives the right to proceed with the grievance if the grievant(s) does not act by this deadline. Within eight (8) days, the Department Director, or the designee of the Department Director, shall meet with the Union or employee(s) to hear the grievance. Within eight (8) days of hearing the grievance, the Department Director or designee shall present his/her decision, in writing, to the Union and employee(s) with copies to the Human Resource Director and the City Administrator.

Step Three – City Administrator/Advisory Arbitration

If the Union or employee(s) is not satisfied with the result of the meeting with the Department Director, the grievant may submit a written request, within eight (8) days of the written decision of the Department Director, that the matter be heard by the City Administrator or designee, or the Union may choose to have the matter heard by an impartial hearing officer (arbitrator).

Should the matter be submitted directly to the City Administrator or designee, he/she shall meet with the Union and/or employee(s) within eight (8) days of receipt of the grievant's written notice. If the Union and/or employee(s) elects to have the matter heard by the City Administrator or designee, the Union and/or employee(s) waives the right to have the matter heard by an arbitrator. Within eight (8) days of hearing the grievance, the City Administrator shall provide his/her decision, in writing, to the Union and employee(s). The decision of the City Administrator shall be final and binding.

If the Union elects arbitration, costs of the arbitration shall be shared equally between the Union and the City. A court reporter shall be retained only by mutual consent of the parties. The costs of the arbitration, including the court reporter, shall be divided in half (i.e. 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.

If the Union elects arbitration, the City shall request a list of seven (7) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other mutually agreed upon source within ten (10) days of the Union's request. Upon receipt of the list, the parties shall alternately strike names from the list until a final name is selected as the hearing officer, with the Union striking first. The selected arbitrator shall serve as the hearing officer. All arbitration proceedings arising under the Grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.

Within eight (8) days of receipt of the arbitrator's recommendation, the City Administrator shall provide his/her decision, in writing, to the Union and employee(s). The recommendation of an arbitrator shall be advisory to the City Administrator or designee. The decision of the City Administrator shall be final and binding.

In the event the City Administrator does not adopt the arbitrator's recommendation, the City shall bear the full cost of the arbitrator's fee. Attorney fees, staff time and witness fees are excluded and shall be paid by the party that incurred the cost.

All time limits specified in the procedure may be waived by mutual written agreement.

ARTICLE FIFTEEN

DISCIPLINE PROCEDURE

Definition

Types of discipline include the following: suspension, demotion, reduction in pay or dismissal. For the purposes of this article, verbal counseling, written warning, written reprimand, voluntary demotions, and performance evaluations are not classified as discipline.

The purpose of disciplinary actions are not intended to be punitive, but are defined as actions by management directed to the modification or cessation of employee conduct which is contrary to the best interests of the City and the public service.

DAYS

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

Disciplinary Actions

The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's work history file. Progressive discipline will be used; however, this does not preclude the City from taking disciplinary action, up to and including termination, for an incident for which there is no prior documentation as long as the disciplinary action is warranted and is based on just cause.

The following procedures shall be followed when, in the judgment of the Department Director, an employee has committed an act or omission that justifies discipline. The Department Director or his/her designee shall advise employees of contemplated disciplinary actions in writing and allow the employee an opportunity to respond to such charges prior to taking final action.

Disciplinary actions should be documented in the employee's official personnel file. Performance deficiencies documented in the employee's performance evaluation as "does not meet standards" may be the basis for disciplinary action if the employee fails to correct those performance deficiencies within the time period designated by his/her supervisor. To the extent possible, performance deficiencies or other causes for discipline will be documented in the employee's personnel file.

Upon the City receiving authorization from the employee, the City will provide the Union with all written notices of discipline given to employees represented by Union. The written notice of discipline will also inform the employee that he/she has the right to consult with the Union with regard to the disciplinary action being taken.

Disciplinary Procedure

Prior to the suspension, demotion, reduction in pay or dismissal of any permanent employee for disciplinary purposes, the following procedures shall be followed:

Written Notice of Proposed Action

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include the proposed effective date of the discipline, a statement of the reason(s) for the proposed action, including the rule or standard of conduct allegedly violated, the proposed discipline and the charge(s) being considered.

Employee Review

The employee shall be supplied with a copy of the documents or materials upon which the proposed disciplinary action is based.

Employee Response/Pre-Disciplinary Conference

The notice of proposed action shall state the date by which the employee must exercise the right to respond orally, in writing or both orally and in writing. The employee will be provided a reasonable period of time to respond, which shall be no sooner than five (5) days after the notice of proposed action is provided, or additional time as may be reasonable. This represents the pre-disciplinary opportunity for the employee to state any reasons that he/she believes the proposed action to be inappropriate. The date the employee is scheduled to respond may be adjusted by mutual agreement. Failure to respond by the assigned date will constitute a waiver of the right to respond. Any response will be fully considered before any final action is decided upon.

The Pre-Disciplinary Conference does not need to be an evidentiary hearing. An employee has the right to have a representative of his or her own choosing at the conference. The City may conduct further investigation if the employee's version of the facts or new information raises doubts as to the accuracy of the City's information leading to the discipline proposal.

Written Notice of Final Action

After consideration of the employee's response, or in the absence of a response, written notice of the final disciplinary action shall be given to the employee. Such notice shall include essentially the same information contained in the notice of proposed action, except that the employee's formal appeal rights shall be stated.

Emergencies

When, in the opinion of the City, immediate disciplinary action is required to protect the health, safety or welfare of the public, other employees or the employee himself/herself, the employee may be suspended without pay for up to three (3) days pending the processing of the written notice of proposed action as required in this article or may be suspended with pay pending the completion of

such investigations or hearings as may be required to determine if disciplinary action is to be taken. If the charges and/or allegations are not sustained, the employee suspended without pay shall be entitled to reinstatement with full back pay and benefits. All back pay awards related to suspension, demotions and discharges shall include interest as set by Civil Code §§ 3287 et. seq.

Appeal Procedures

Major Discipline

Any permanent employee in the classified service shall have the right to appeal any termination, suspension of five (5) working days or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to newly hired probationary employees. The appeal process shall not be applicable to performance evaluations, verbal and/or written reprimands.

An employee desiring to appeal the discipline shall have ten (10) days after receipt of proposed notice of discipline. The employee's request for appeal must be addressed to the City Administrator and received in the Human Resources Division. The Human Resources Division shall date stamp the employee's appeal to verify the timeliness of the appeal.

If, within the 10-day appeal period, the employee does not file the appeal, unless good cause for the failure is shown, the discipline shall be considered conclusive and shall take effect as prescribed. If the employee files a timely appeal, an arbitration appeal hearing shall be established as follows:

1. The employee shall file a written request with the Human Resources Division for arbitration to the City Administrator or designee. The City and Union will share equally share (i.e. 50/50) the arbitration-related expenses, excluding attorney fees, expert witness (es) and staff time.
2. The City shall request a list of seven (7) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other agreed upon source within ten (10) days of the employee's request. Unless the parties agree to another method of selecting an arbitrator, the parties shall alternately strike one name from the list, with the employee striking first, until one name remains as the arbitrator.
3. The selected arbitrator shall serve as the hearing officer.
4. All time limits specified in the procedure may be waived by mutual written agreement.
5. At the conclusion of the hearing, the arbitrator will submit his/her findings to the City and the employee. The opinion shall set forth findings of fact and conclusions. Except as set forth below, the decision of the Arbitrator will become final unless the City or the employee/union elects to pursue judicial review under CCP §1094.5.
6. For arbitration appeals of major discipline at the level of termination, the recommendation of an arbitrator shall be advisory to the City Administrator or designee through the term of this Memorandum of Understanding. The decision of the City Administrator shall be final

and binding. The decision of the City Administrator will become final unless the City of the employee/union elects to pursue judicial review under CCP §1094.5. Advisory arbitration for termination cases shall revert to binding arbitration after June 30, 2022, unless the parties mutually agree and negotiate otherwise.

Minor Discipline

Any permanent employee shall have the right to appeal any suspension below the threshold of major discipline. The appeal process shall not apply to probationary employees.

An employee desiring to appeal disciplinary action defined as “Minor Discipline” shall have ten (10) days after receipt of the final Notice of Determination to request an appeal to the City Administrator or designee. The employee’s request for appeal must be addressed to the City Administrator and received by the Human Resources Department.

The City Administrator or designee will respond or schedule a meeting within fifteen (15) days. The City Administrator or designee shall render his/her judgment as soon after hearing the appeal as possible and in no event later than thirty (30) days after the appeal meeting. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The decision of the City Administrator shall be final.

ARTICLE SIXTEEN

JOINT LABOR MANAGEMENT COMMITTEE

1. The City and the Union will maintain a Joint Labor Management (JLM) Committee comprised of at least eight (8) members. The City's team shall consist of representatives from the City Administrator's office, the Human Resources Department and the Gas and Electric Department. The Union shall provide four (4) members to sit on its committee, at least two of which must be employees of the City. Additional department and employee representatives may participate on the Committee to deal with departmental matters which may be addressed. This committee shall meet at least semi-annually to discuss matters of concern to both management and the Union and a written summary of each meeting shall be prepared by the City. The committee shall be authorized to schedule meetings more frequently than the semi-annual ones required herein in order to expeditiously respond to concerns properly before the committee.
2. The JLM shall be utilized to allow the parties to discuss matters affecting the workplace environment.
3. The JLM shall not be a means for participating in the meet and confer process as provided for by Government Code Sections 3500 et. Seq. The JLM's meetings shall not be "Meet and Confer" sessions as that term is used in Government Code Sections 3500 et. seq.
4. JLM consideration of proposed changes in terms and conditions of employment shall not occur and is not a condition precedent to the exercise by the City of its rights.

SIGNATURE PAGE

CITY OF VERNON

Carlos R. Fandino Jr.
City Administrator

Michael A. Earl
Director of Human Resources

Lisette M. Grizzelle
Senior Human Resources Analyst

Scott A. Williams
Director of Finance/City Treasurer

APPROVED AS TO FORM:

Zaynah N. Moussa, City Attorney

APPROVED AND ADOPTED BY CITY COUNCIL ON _____ PER
RESOLUTION NO. _____

ATTEST:

Lisa Pope, City Clerk

IBEW LOCAL 47

Pat Lavin
Business Manager/Financial Secretary

Stan Stosel
Senior Assistant Business Manager

John Baca
IBEW Business Representative

Jorrie V. Estrada
Union Committee Member

Armando Hinojos
Union Committee Member

Ruben Rodriguez
Union Committee Member

Mark E. Yeaman
Union Committee Member

Dated: _____,

IBEW: Addendum A

IBEW Position Titles
ASSISTANT RESOURCE SCHEDULER
ASSOCIATE ELECTRICAL ENGINEER
ASSOCIATE RESOURCE SCHEDULER
CONTROL ROOM OPERATOR I
CONTROL ROOM OPERATOR II
CONTROL ROOM OPERATOR, SENIOR
ELECTRIC OPERATOR
ELECTRIC OPERATOR, SENIOR
ELECTRICAL ENGINEER
ELECTRICAL ENGINEERING TECHNICIAN
ELECTRICAL TEST TECHNICIAN
ELECTRICAL TEST TECHNICIAN, LEAD
ELECTRICAL TEST TECHNICIAN, SENIOR
FIELD OPERATOR I
FIELD OPERATOR II
GAS SYSTEMS SPECIALIST
GAS SYSTEMS SPECIALIST, LEAD
GAS SYSTEMS TECHNICIAN
INSTRUMENT & CONTROLS TECHNICIAN
INSTRUMENT & CONTROLS TECHNICIAN, LEAD
MATERIAL CONTROL ADMINISTRATOR
MECHANIC/WELDER
MECHANIC, LEAD
METERING TECHNICIAN
METERING TECHNICIAN, SENIOR
POWER PLANT OPERATOR
POWER RESOURCES SETTLEMENT ANALYST
POWER RESOURCES SETTLEMENT ANALYST, SENIOR
PRINCIPAL RESOURCE SCHEDULER/TRADER
RESOURCE PLANNER
RESOURCE SCHEDULER
SITE SAFETY ADMINISTRATOR/CONTROL ROOM OPERATOR
UTILITIES DISPATCHER
UTILITIES DISPATCHER, SENIOR
UTILITIES OPERATIONS TRAINEE
UTILITIES PROJECT COORDINATOR



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8050	Metering Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 2				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 3				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 4				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 5				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 2				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 3				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 4				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 5				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
8375	Field Operator I	NE	I	25				
	Step 1				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 2				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 3				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 4				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 5				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
8370	Field Operator II	NE	I	27				
	Step 1				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 2				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 3				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 4				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 5				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
8360	Instrument & Controls Technician	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8357	Instrument & Controls Technician, Lead	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 2				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 3				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 4				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 5				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 2				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 3				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 4				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 5				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 2				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 3				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 4				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
	Step 5				\$ 168,583	\$ 14,049	\$ 81.0494	\$ 6,483.95



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 2				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 3				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 4				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 5				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
8415	Resource Planner	NE	I	35				
	Step 1				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 2				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 3				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 4				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
	Step 5				\$ 168,583	\$ 14,049	\$ 81.0494	\$ 6,483.95
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8050	Metering Technician	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 2				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 3				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 4				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 5				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 2				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 3				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 4				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 5				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
8375	Field Operator I	NE	I	25				
	Step 1				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 2				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 3				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 4				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 5				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
8370	Field Operator II	NE	I	27				
	Step 1				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 2				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 3				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 4				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 5				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
8360	Instrument & Controls Technician	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8357	Instrument & Controls Technician, Lead	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 2				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 3				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 4				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 5				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 2				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 3				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 4				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 5				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 2				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 3				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 4				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
	Step 5				\$ 173,640	\$ 14,470	\$ 83.4808	\$ 6,678.47



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 2				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 3				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 4				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 5				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
8415	Resource Planner	NE	I	35				
	Step 1				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 2				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 3				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 4				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
	Step 5				\$ 173,640	\$ 14,470	\$ 83.4808	\$ 6,678.47
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8050	Metering Technician	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 2				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 3				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 4				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 5				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 2				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 3				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 4				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 5				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
8375	Field Operator I	NE	I	25				
	Step 1				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 2				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 3				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 4				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 5				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
8370	Field Operator II	NE	I	27				
	Step 1				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 2				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 3				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 4				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 5				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
8360	Instrument and Controls Technician	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8357	Instrument and Controls Technician, Lead	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 2				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 3				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 4				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 5				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 2				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 3				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 4				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 5				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 2				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 3				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 4				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
	Step 5				\$ 178,849	\$ 14,904	\$ 85.9852	\$ 6,878.82



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 2				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 3				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 4				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 5				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
8415	Resource Planner	NE	I	35				
	Step 1				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 2				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 3				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 4				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
	Step 5				\$ 178,849	\$ 14,904	\$ 85.9852	\$ 6,878.82
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18

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



**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL 47**

July 1, 20~~22~~¹⁹ through June 30, 202~~5~~²



TABLE OF CONTENTS

MEMORANDUM OF UNDERSTANDING

Preamble.....	6
---------------	---

ARTICLE ONE: FUNDAMENTALS

Section 1: Recognition	7
Section 2: No Discrimination	7
Section 3: No Strikes or Lockouts.....	7
Section 4: City/Union Meetings	7
Section 5: Union Business	7
Section 6: Management Rights.....	9
Section 7: Employee Rights	10

ARTICLE TWO: LEGAL LIMITATIONS, SAVINGS CLAUSE& TERM

Section 1: Legal Limitations and Savings Clause	11
Section 2: Term	11
Section 3: Maintenance of Existing Conditions	11
Section 4: Modification and Waiver.....	12
Section 5: Severability.....	12

ARTICLE THREE: ORGANIZATIONAL SECURITY

Section 1: Organizational Security	13
Section 2: Contracting Out Provision.....	13

ARTICLE FOUR: COMPENSATION

Section 1: Salaries	14
Section 2: Merit Steps	14
Section 3: Temporary Upgrade Pay – Special Assignment	14
Section 4: Bilingual Pay	154

Section 5:	Longevity Pay.....	15
Section 6:	Promotions.....	16
Section 7:	Reclassification	16

ARTICLE FIVE: OVERTIME

Section 1:	Overtime Authorization	17
Section 2:	Overtime Compensation	17
Section 3:	Compensatory Time.....	17
Section 4:	Call Backs	19 8

ARTICLE SIX: UNIFORMS, ALLOWANCE AND SAFETY EQUIPMENT

Section 1:	Uniforms	20 19
Section 2:	Safety Boot/Shoe Allowance	20 19

ARTICLE SEVEN: HEALTH AND WELFARE BENEFITS

Section 1:	Medical	21 0
Section 2:	Cafeteria Plan	21 0
Section 3:	Dental	22 1
Section 4:	Vision	22 1
Section 5:	Life Insurance	22 1
Section 6:	Deferred Compensation	22 1
Section 7:	Other City Employee Programs	23 2

ARTICLE EIGHT: RETIREMENT

Section 1:	P.E.R.S.	23
Section 2:	P.E.R.S. Supplemental Plans	24
Section 3:	Retiree Medical	25 4

ARTICLE NINE: HOLIDAYS

Section 1:	Holidays	276
Section 2:	In-Lieu Holidays	287

ARTICLE TEN: VACATION

Section 1:	Vacation Leave.	298
Section 2:	Vacation Accumulation	298
Section 3:	Scheduling of Vacation	3029

ARTICLE ELEVEN: SICK LEAVE

Section 1:	Sick Leave.	310
Section 2:	Family Sick Leave	321

ARTICLE TWELVE: LEAVE BENEFITS

Section 1:	Jury Duty	332
Section 2:	Military Leave of Absence.....	332
Section 3:	Bereavement Leave.....	332

ARTICLE THIRTEEN: WORK SCHEDULE AND WORKING CONDITIONS

Section 1:	Provisions.....	354
Section 2:	4/10 Work Schedule.....	354
Section 3:	DuPont Schedule.....	354
Section 4:	Standby Policy	365
Section 5:	Performance Evaluations	376
<u>Section 6:</u>	<u>Probation</u>	<u>38</u>

ARTICLE FOURTEEN: GRIEVANCE PROCEDURE

Grievance Procedure	4137
---------------------------	------

ARTICLE FIFTEEN: DISCIPLINE PROCEDURE

Discipline Procedure	440
----------------------------	-----

ARTICLE SIXTEEN: JOINT LABOR MANAGEMENT COMMITTEE

Joint Labor Management Committee.....	484
---------------------------------------	-----

SIGNATURE PAGE

Signatures	495
------------------	-----

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF VERNON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

PREAMBLE

This Memorandum of Understanding (“MOU”) is entered into with reference to the following facts:

- A. Representatives of management for the City of Vernon (hereafter “City”) and representatives of the International Brotherhood of Electrical Workers, Local # 47 (hereafter “Union”) have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee/members represented by the Union in the Utility Unit.
- B. The management representatives and the representatives of the Union have reached an understanding as to certain recommendations to be made to the City Council for the City of Vernon and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will establish the provisions regarding wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.
- C. This MOU incorporates, contains and represents all of the terms and conditions agreed upon by both parties as of July 1, 20~~22~~¹⁹. Any previous agreements/practices which are contrary to the language in this MOU shall be null and void.

THEREFORE, the representatives of the City and the Union agree as follows:

The parties hereto have jointly recommended to the City Council of the City of Vernon that one or more salary resolutions be adopted effectuating the following provisions related to salaries, fringe benefits and other terms of employment for IBEW Union members.

ARTICLE ONE

FUNDAMENTALS

Section 1: Recognition

The City recognizes the International Brotherhood of Electrical Workers, Local 47 (“Union”) as the certified majority representative of the employees, comprised of Addendum A, as the exclusive representative of the employees for purposes of collective bargaining for all terms and conditions within this Memorandum of Understanding.

Section 2: No Discrimination

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby. Neither the City nor the Union shall discriminate against any individual, or employee with respect to his/her compensation, terms, condition, or privileges of employment or because of an individual’s race, color, sex, religion, national origin, age, marital status, disability, pregnancy, sexual orientation, political or religious opinions or affiliations, or membership or non-membership in the Union.

Section 3: No Strikes or Lockouts

Both the City and the Union recognize the continuing obligation to provide electrical, gas and water service to the City of Vernon. Accordingly, during the term of this agreement, the Union, its officers, agents, representative and/or members agree they will not cause, condone or participate in any strike, walk out, work stoppage, job action, slowdown or sickout, including compliance with a request of other labor organizations to engage in any or all of the preceding activities.

During the term of this agreement, the City agrees it will not lockout employees represented by the Union.

Section 4: City/Union Meetings

Representatives from the Union and the City shall meet as needed to discuss issues of mutual concern.

Section 5: Union Business

A. Access to Facilities

Except as specifically identified in Section C below, all Union business will be conducted by employees and Union representatives outside of established work hours.

Nothing herein shall be construed to prevent a Union representative or an employee from contacting the Human Resources Director or other management representatives regarding personnel related matters during work hours. The authorized Union Business Agent shall be given access to work locations during working hours provided that prior to visiting any work location the Union representative shall:

Obtain authorization for the visit from the Human Resources Director or designee. In the event the requested time and/or location of such visit by the Union Business Agent is denied because it would interfere with the operations of the department, the Human Resources Director or designee shall consult with the Union Business Agent regarding availability and set an alternative time and/or location for such visit within seventy-two (72) hours of the request.

The Union may schedule meetings in the City facilities at such times these facilities are not in use by submitting a written request to the Human Resources Director or designee, which shall include the date, time, and number of people expected. Approval will be granted in the same manner as it is granted to other organizations.

B. Shop Stewards

The City agrees to recognize up to three (3) Stewards appointed by the Union. The Union shall notify the City in writing of the names of each Steward.

C. Union Business

The Stewards shall be allowed release time during their regular work hours to conduct Union related business as necessary provided it does not unreasonably interfere with the Stewards' and/or employees' regular work duties. If a Steward must leave his/her work location to conduct Union related business, he/she shall first obtain authorization from his/her supervisor to do so. Authorization to leave will be granted unless such absence would be unreasonable. If such authorization cannot be granted promptly, the Steward will be informed when time can be made available. To the extent reasonable and compatible with City operational needs, such time will not be more than forty-eight 48 hours, excluding scheduled days off and/or legal holidays, after the time of the Steward's request unless otherwise mutually agreed upon. For purposes of this section, "Union Business" shall include grievance investigations, meetings with management called by management or the Steward, investigatory meetings where an employee has requested a Steward, contract/MOU negotiations, meetings with Human Resources involving personnel or labor relations matters, council meetings, health insurance committee meetings, and meetings of any other committees established by the City that involve matters directly pertaining to the bargaining unit with regard to said committees. Any Steward seeking leave time for Union business for tasks not listed in this section shall obtain authorization from the Human Resources Director or designee.

The City agrees to allow all employees of the bargaining unit paid release time to attend a Union meeting on site at the City up to twice per year, up to one 1 hour per meeting.

The City agrees to provide a total of 3 days (up to 36 hours) of paid release time per year for

employees selected by the Union to attend a Union-sponsored Steward seminar or training located in Southern California. The Union shall provide the City at least ten (10) calendar days prior written notice of the request to release the selected employees for the seminar. Such request shall include the date and start/end time of the seminar. City vehicles may be made available upon request subject to availability and the City's vehicle use policy.

Release time as provided for in any of the above sections shall not result in the City incurring any overtime.

Section 6: Management Rights

The City retains all of its exclusive rights and authority under Federal and State Law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- The exclusive right to determine the mission of its constituent departments, commissions, and boards;
- Set standards and levels of service; and to expand or diminish services;
- Determine the procedures and standards of selection of employment and promotions;
- Direct its employees;
- Establish and enforce dress and grooming standards;
- Relieve its employees from duty because of lack of work or other lawful reasons subject to the layoff procedure set forth in this memorandum of understanding;
- Maintain the efficiency of government operations;
- Determine the methods, means numbers, and kinds of personnel by which government operations are to be conducted;
- Determine the content and intent of job classifications;
- Determine methods of financing;
- Determine style and/or types of City issued wearing apparel, equipment, or technology to be used;
- Determine and/or change facilities, methods, technology, means, organizational structure, size, and composition of the work by which the City operations are to be conducted;
- Determine and change the number of locations and types of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right

to contract for or subcontract any work or operations of the City subject to the Contracting Provision set forth in this memorandum of understanding;

- To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- Establish and modify productivity and performance programs and standards;
- Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause in accordance with applicable laws and with the provisions of this MOU, and in accordance with Article XV – Discipline Procedure.
- Take all necessary actions to carry out its mission in emergencies; and
- Exercise complete control and discretion over its organization and the technology of performing its work.

The Union expressly and specifically agrees that except to the extent that the City's rights are expressly limited by the terms of this Agreement, the Union waives any and all of its rights to meet and confer on any of the City's rights; provided, however, that if the exercise of these rights impacts wages, hours, or terms and conditions of employment, the City will meet and confer on the effect of its actions. This will occur prior to implementation except in emergency circumstances as defined in law. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

Section 7: Employee Rights

The City and Union mutually recognize and agree to fully protect the rights of all employees covered by this MOU to join and participate in the activities of the Union and corresponding rights of covered employees to refrain from joining and participating in the activities of the Union. The City agrees that no employee shall be interfered with, intimidated, restrained coerced or discriminated against because of the exercise of these rights.

ARTICLE TWO

LEGAL LIMITATIONS, SAVINGS CLAUSE, AND TERM

Section 1: Legal Limitations and Savings Clause

It is understood and agreed that this Memorandum of Understanding (including, but not limited to, the provisions of the Fair Labor Standards Act) and any and all Resolutions or Ordinances adopted in implementation thereof are and shall be subject to all present and future applicable federal and state laws and regulations and shall be effective and implemented only to the extent permitted by such laws and regulations.

If any part of this Memorandum of Understanding or of any Resolution or Ordinance adopted in implementation thereof is in conflict or inconsistent with any such applicable provisions of federal and state laws or regulations or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded, and such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

Section 2: Term

- (a) Except as otherwise provided herein, this Memorandum of Understanding shall be in full force and effect from July 1, 20~~22~~¹⁹, and shall remain in full force and effect up to and including midnight, the 30th day of June 202~~52~~, or until the next Memorandum of Understanding becomes effective.
- (b) This Memorandum of Understanding shall be binding on the City and the Union when approved and adopted by the City Council.

Except as otherwise provided in Article IV, Section F, herein, the City and the Union agree to submit proposals for any changes related to wages, benefits and/or other terms of and conditions of employment affecting this Memorandum of Understanding between February 1, 202~~52~~ and March 1, 202~~52~~.

Section 3: Maintenance of Existing Conditions

Any employment policy, practices and/or benefits, including the alternative workweek schedule and overtime compensation are incorporated into this Memorandum of Understanding, unless otherwise stated herein. In the event of a conflict between the Memorandum of Understanding and an existing policy and/or practice, this Memorandum of Understanding shall govern.

Section 4: Modification and Waiver

The City reserves the right to add to, delete from, amend or modify the Administrative rules, the City Municipal Code, and the City's Personnel Policies and Procedures Manual during the term of the Memorandum of Understanding, subject to the requirements of the Meyers-Milias-Brown Act.

Section 5: Severability

In the event that a court finds any provision(s) of this Memorandum of Understanding to be invalid or unenforceable, the parties intend that the remaining provisions remain in effect. The parties further agree to meet and confer for purposes of negotiating an alternative to any provision declared invalid or unenforceable.

ARTICLE THREE

ORGANIZATIONAL SECURITY

Section 1: Organizational Security

Upon receipt of written certification from the Union of an employee's voluntary authorization for the deduction, the City shall deduct and remit to the Union the Union's initiation fee and periodic dues for members of the Union. Should there be a dispute regarding the existence or terms of the authorization for deduction of dues and/or fees, the Union shall provide the City with a copy of the authorization(s) signed by the employee.

Dues and/or fees withheld by the City shall be transmitted to the Union Officer designated in writing by the Union as a person authorized to receive such funds, at the address specified. Dues and/or fees shall be deducted from the first and second paycheck of each month and remitted to the Union by the last business day of the month.

The City shall not deduct money specifically earmarked for a PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request, to the employees who are members of the unit, within sixty (60) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or principal officer, or by a certified public accountant. A copy of financial reports required under the Labor-Management Disclosure Act of 1959, or Government Code section 3546.5, shall satisfy this requirement.

The Union shall provide protection to the City by indemnifying, defending and holding the City harmless from and against all claims and liabilities as a result of any loss, claim, liability or cause of action arising out of the operation of this article.

Section 2: Contracting Out Provision

The City and the Union share a common interest in maintaining the stability and the security of the City's workforce. As such, the City agrees to notify the Union prior to any decision to contract with an outside party if such contracting out will have a significant, long-term impact on work performed by employees in classifications represented by the Union.

Such notification will be given before a decision to contract out is made, and the Union will have an opportunity to comment prior to a determination by the City to enter into contracting arrangements.

If such contracting out will result in potential layoff of any unit member(s), the City shall meet and confer over the impact and effect such contracting out will have on the membership.

This provision shall not apply to contracts already established at the time this MOU is adopted.

ARTICLE FOUR COMPENSATION

Section 1: Salaries

- ~~A. Effective August 20, 2019, base salaries for the represented classifications shall be increased three percent (3%).~~
- ~~B. Effective July 5, 2020 (the first full pay period in Fiscal year 2020-2021), base salaries for the represented classifications shall be increased three percent (3%).~~
- ~~C. Effective July 4, 2021 (the first full pay period in Fiscal year 2021-2022), base salaries for the represented classifications shall be increased three percent (3%).~~
- A. Effective ~~DATE~~ July 31, 2022, the base salaries the base salaries for represented classifications shall be increased three percent (3%).
- B. Effective the first full pay period in July of each subsequent year during the term of the agreement, the base salaries for represented classifications shall be increased three percent (3%).
- ~~D-C.~~ Attached as “Addendum BE” is a listing of the IBEW represented positions and the hourly, monthly or annual salaries of each classification, ~~and a notation of the benchmarked positions.~~ It is understood that the information listed in Addendum BE may become outdated during the term of this Agreement.

Section 2: Merit Steps

- A. Employees who are not at the top step of their Classification Compensation Plan shall move to the next step on the Plan, if the employee achieved an overall “above average” as of their immediately preceding annual performance evaluation (s).
- B. The merit salary advances earned during the fiscal year shall go into effect at the beginning of the first full pay period of the fiscal year.
- C. The effective date of these merit salary advances (described in Section B above) shall not alter the employee’s actual classification anniversary date.

Section 3: Temporary Upgrade Pay – Special Assignment

Employees assigned to the Electric Operations Group and Generation Group, who in the discretion of the Department Head or his/her designee, are authorized to assume the duties of a higher level position and who are temporarily assigned by the Department Head or his/her designee to perform the duties of said higher level position shall receive a temporary Utilities Systems Operation Premium (USOP) increase of five percent (5%) after a total of three (3) hours worked in the

higher class within an assigned shift, - retroactive to the first hour for those hours worked in the higher classification. An employee will not be reassigned for the purpose of avoiding the USOP within an assigned shift.

The department head shall post a list of employees who are determined to be qualified for temporary upgrade. The list shall contain the title of each classification in which the employee is deemed eligible to perform at the higher level position.

The employee shall have the option to decline the temporary upgrade.

Section 4: Bilingual Pay

An employee may be eligible to be compensated for bilingual pay if his/her regular job duties as described in his/her job description provide for interaction with the public on a regular basis. Employee must demonstrate proficiency in speaking Spanish (the ability to read and write in Spanish may also be tested if necessary). Proficiency would be determined by successful completion of a proficiency test as determined by the Human Resources Department. Those employees who successfully demonstrate this skill would be eligible to receive an additional \$~~122~~75.00 per month for bilingual pay.

Section 5: Longevity Pay

A. Employees Hired on or Before June 30, 1994

Five (5) Years of Service

All eligible employees who have five (5) years of consecutive uninterrupted service on or before July 1, 1986, shall receive an additional five percent (5%) per month of their base salary effective July 1, 1986, and every year thereafter until reaching the next step. Employees upon reaching their 5th anniversary date after July 1, 1986, shall be entitled to said five percent (5%) per month upon said anniversary date.

Ten (10) Years of Service

All eligible employees who have ten (10) years of consecutive uninterrupted service on or before July 1, 1987, shall receive an additional ten percent (10%) per month of their base salary effective July 1, 1987, and every year thereafter until reaching the next step. Employees upon reaching their 10th anniversary date after July 1, 1987, shall be entitled to said ten percent (10%) per month upon said anniversary date.

Fifteen (15) Years of Service

All eligible employees who have fifteen (15) years of consecutive uninterrupted service on or before July 1, 1988, shall receive an additional fifteen percent (15%) per month of their base salary effective July 1, 1988, and every year thereafter until reaching the next step. Employees upon reaching their 15th anniversary date after July 1, 1988, shall be entitled to

said fifteen percent (15%) per month upon said anniversary date.

Twenty (20) Years of Service

—All eligible employees who have twenty (20) years of consecutive uninterrupted service on or before July 1, 1989, shall receive an additional twenty percent (20%) per month of their base salary effective July 1, 1989, and every year thereafter. Employees upon reaching their 20th anniversary date after July 1, 1989, shall be entitled to said twenty percent (20%)

per month upon said anniversary date.

B. Employees Employed On or After July 1, 1994 and before December 31, 2013.

The longevity program described in this Section will apply to all employees employed on or after July 1, 1994, and before December 31, 2013.

Five (5) Years of Service

All eligible employees who are employed on or after July 1, 1994, and before December 31, 2013, who attain five (5) years of consecutive uninterrupted service shall receive an additional five percent (5%) per month of their base salary. Such employees upon reaching their 5th anniversary date shall be entitled to receive said five percent (5%) per month upon said anniversary date. Further, such employees will not be entitled to receive any additional percentage increase to their base salary for further service. This subsection shall only apply to employees hired on or after July 1, 1994, and before December 31, 2013.

Section 6: Promotions

Upon promotion, employees will be placed at the step within the grade for the position which results in at least a five percent (5%) increase, except that such increase cannot extend beyond the top step of the range. Please refer to Personnel Policy II-3, Salary Plan Administration for specific terms and policy.

Section 7: Reclassification

In any case where a position is reclassified to a class with a salary grade having a higher maximum salary rate, and the incumbent meets the minimum qualifications for the new class, and is in fact performing the full range of duties and responsibilities of the new classification, the incumbent shall be placed at the step within the new salary grade that is closest to his/her current salary and that would provide a minimum of a five percent (5%) increase, not to exceed the maximum of the grade. Consideration of the reclassification recommendation shall be based on competitive conditions and the City's ability to pay and shall be subject to approval by the City Council. Please refer to Personnel Policy II-2, Reclassification Plan for specific terms and policy.

ARTICLE FIVE OVERTIME

Section 1: Overtime Authorization

All overtime requests must have prior written authorization of a supervisor prior to the commencement of such overtime work. Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Section 2: Overtime Compensation

Employees will be paid overtime at time and a half (1.5) of their regular hourly rate for all eligible hours worked in excess of forty (40) hours in a single workweek. ~~Time worked after four consecutive overtime hours of the employee's regular shift, shall be paid at the double time rate.~~

For Operations and Generations personnel regularly assigned to a 4/10 work schedule, employees shall be paid overtime at the double-time rate of pay for hours worked in excess of 14 consecutive hours in a shift.

Employees regularly assigned to the 12-hour rotating Dupont schedule shall be paid at the double-time rate of pay for all hours worked in excess of 16 hours in a shift.

Holidays (regular, in-lieu and floating), sick time, vacation time, compensatory time, paid jury duty leave, and bereavement leave shall count as time worked for the purposes of computing overtime. Union leave, unpaid jury leave, disciplinary suspensions, and administrative leave shall not count as time worked for the purpose of computing overtime.

Section 3: Compensatory Time

In lieu of cash payment, an employee may request compensatory time for overtime worked. Accrual of compensatory time shall be limited at any point in time to a maximum of sixty (60) normal working hours. Compensatory time shall be calculated by multiplying the number of overtime hours worked by the appropriate factor of 1.5 or 2 times the regular hourly rate.

- A. Planned overtime shall be compensated as mutually agreed upon in advance by employee and employer.

- B. Scheduling of compensatory time requires prior management approval and must be preceded by a ten (10) day notice of intended use from the employee. Management may waive the ten (10) day notice in cases of emergency. Compensatory time off may be taken only in 15 minute increments. The ten (10) day notice requirement shall not apply to attendance at funerals; the employee will notify management as soon as the need to be absent for a funeral is known.

Section 4: Call Backs

Emergency call back duty occurs when an employee is requested to report to duty on a non-regularly scheduled work shift. Emergency call back policy is applicable when an employee is requested to return to work after the employee's work day is completed and/or prior to when the employee is scheduled to begin his/her shift. Emergency call back does not occur when an employee is held over from his/her prior shift or is working planned overtime.

An employee called back to duty shall be credited with a minimum of four hours of work at the applicable overtime rate. Any hours worked in excess of four hours shall be credited for actual time worked at the applicable rate. During emergency call back, any paid sick leave hours taken during that week shall be counted as hours worked for the purpose of computing overtime.

If the employee is called back to duty, his/her work time shall be credited commencing when the employee reports to work and shall conclude when the employee leaves work.

For Operations and Generations personnel regularly assigned to a 4/10 work schedule, employees shall be paid overtime at the double-time rate of pay for hours worked in excess of 14 consecutive hours in a shift.

Employees regularly assigned to the 12-hour rotating Dupont schedule shall be paid at the double-time rate of pay for all hours worked in excess of 16 hours in a shift.

ARTICLE SIX

UNIFORMS, ALLOWANCE AND SAFETY EQUIPMENT

Section 1: Uniforms

The City shall provide uniforms in accordance with departmental policy to all personnel who are required to wear uniforms while on duty.

Uniforms issued by the City are considered as compensation and the value of such is reported to the Public Employees' Retirement System annually as special compensation.

Section 2: Safety Boot/Shoe Allowance

The City will provide a safety boot/shoe allowance of \$200.00 payable in January of each year of the contract for those employees required to wear safety boots/shoes. The boots/shoes purchased must be appropriate to the employee's job classification and must meet applicable CAL-OSHA regulations and City/Departmental policies.

Employees hired after January 1st will be eligible for a pro-rated amount as follows:

Hired, Promoted, or Reclassified on or between:	Safety Boot/Shoe Allowance
January 1 – March 31	\$200
April 1 – June 30	\$150
July 1 – September 30	\$100
October 1 – December 31	\$50

Employees receiving the boot/shoe allowance are required to wear the prescribed boots/shoes at all times while in the field or as required. Employees must maintain boots/shoes in proper condition to ensure employee safety. The City reserves the right to determine if the boot or shoe is appropriate to job classification in conformance with applicable CAL-OSHA regulations and City/Departmental policies.

ARTICLE SEVEN

HEALTH AND WELFARE BENEFITS

Section 1: Medical

The City offers various medical plans to employees. The City reserves the right to select, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future.

The City shall meet with the Union prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

Section 2: Cafeteria Plan

The City and Union agree to a section 125 cafeteria plan (non-cashout), for this bargaining unit effective July 1, 2016. The City will adhere to the cafeteria plan requirements in accordance with IRS Section 125 regulations. The City shall provide to each employee in this bargaining unit a monthly allowance toward the cost of his/her medical plan as outlined in Subsection A through C below. In the event an employee does not exhaust nor exceed his/her monthly medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of dental, vision, supplemental or ancillary plans offered through the City and approved by the Director of Human Resources.

- A. Effective July 1, 2016, the City shall provide a contribution equal to the total premium costs of Employee-Only, Employee + Spouse, Employee + Child(ren), or Employee + Family lowest-cost HMO, lowest-cost Dental DMO, and lowest cost vision plan that corresponds with the employees' benefit selection. Employees who elect a health plan whose premium cost is higher than the Low HMO medical, dental and vision, will be responsible for any applicable excess premium costs. However, if an employee opts out of dental and/or vision coverage, then they may use these allotments for those respective coverages to pay towards the excess medical premiums. The City understands that the allotment amounts will vary based on the premium costs that go into effect on January 1 of each calendar year of the term of this Agreement.
- B. During the term of this Agreement, Employees will be allowed to opt in to the Employee + Family plan during any open enrollment period or upon a qualifying event as prescribed and defined by the City's insurance provider.
- C. For Employees electing Employee-Only, Employee + Spouse or Employee + Child(ren) plans, the maximum contribution by the City shall be either the amount set forth in Section A or \$1120, whichever is greater. For employees enrolled in the PPO/HSA plan, the City shall pay up to 100% of the monthly cost of the plan for employees and eligible

dependents, not to exceed \$870 per month. In addition, for each employee enrolled in a PPO/HSA plan, annually the City shall make lump sum contributions to a health savings account (HSA) as follows: \$1,500 in January, and \$500 each in March, June and September. The cost of any PPO/HSA plan selected by the employee that exceeds \$870 shall be paid by the employee through a pre-tax payroll deduction.

Employees who are military veterans who receive medical coverage through the Veterans Administration (VA) shall be exempt from the requirement to enroll in the City's medical plan. Employees who have medical coverage through the VA shall still be entitled to enroll in the City's dental, vision insurance and to purchase other supplemental benefits up to the amount they would have received for their elected VA medical coverage tier. For example, if an employee who receives medical insurance through the VA elects Employee Only medical coverage tier, then he or she is eligible to receive cafeteria benefit amount up to the lowest cost HMO employee only tier.

Section 3: Dental:

The City of Vernon provides a dental insurance plan to employees. In the event an employee does not exceed his/her monthly employer medical allowance, the employee shall be allowed to apply any unused portion toward the purchase of dental insurance for himself/herself and eligible dependents. The cost of any plan selected by the employee that exceeds his/her monthly employer medical allowance shall be paid by the employee through a pre-tax payroll deduction.

Section 4: Vision

The City of Vernon provides a vision care plan to employees. All premiums for vision coverage at each tier of coverage are to be deducted from the total monthly city contribution for Medical, Dental and Vision coverage. In the event an employee does not exceed their monthly employer medical allowance, the employee shall be allowed to apply any unused portion towards the purchase of additional provided coverage for vision care.

Section 5: Life Insurance

The City provides life insurance up to \$20,000 in coverage to employees. The City shall pay 100% of the cost of such plan for employees. The City's agreement to pay full or partial costs of said premiums shall not create or ripen into a vested right for said employee.

Section 6: Deferred Compensation

Employees are eligible to participate in the City's Deferred Compensation Program. Should the City adopt a resolution that allows employees to contribute accrued sick leave to deferred compensation contributions, the parties agree to re-open this provision to allow IBEW-represented employees to participate in such program.

Section 7: Other City Employee Programs

Employees are eligible to participate in all City sponsored programs adopted by City Council Resolutions that are intended to benefit all employees in the areas including, but not limited to the following areas. Information on these policies and programs may be found using the link provided.~~of, but not limited to the following:~~

- Computer ~~loan~~ purchase ~~plan~~ program
<https://www.cityofvernon.org/home/showpublisheddocument/824/637635968056100000>
- Corrective eye surgery loan program ~~plan~~
<https://www.cityofvernon.org/home/showpublisheddocument/1370/637635968698500000>
- Flexible Spending ~~Plan~~ Account
<https://www.cityofvernon.org/government/human-resources/benefits/current-employees/-folder-172>
- Hearing aid device ~~se~~ loan program ~~plan~~
<https://www.cityofvernon.org/home/showpublisheddocument/1376/637635968710400000>
- ~~Tuition reimbursement~~ Education Assistance Program ~~plan~~
<https://www.cityofvernon.org/home/showpublisheddocument/826/637635968096430000>
- Court Time
<https://www.cityofvernon.org/home/showpublisheddocument/412/637618110854800000>

ARTICLE EIGHT RETIREMENT

Section 1: Public Employee Retirement System (“PERS”)

The City shall maintain its contract with the California Employees Public Retirement System (PERS) that provides IBEW employees with 2.7% at 55 PERS retirement benefit plan.

As a result of the recent passage of AB 340, Public Employee Pension Reform Act (PEPRA), new CalPERS members hired on or after January 1, 2013, who meet the definition of new member under PEPRA, shall be provided a 2.0% at 62 PERS retirement benefit plan.

IBEW members shall be responsible for paying 100% of their PERS employee’s contributions.

The City and Union agree to a reopener to discuss the impacts and effects if the applicable laws concerning PERS are amended during the term of this contract.

The City makes no representation as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income. Employees/Union

expressly acknowledge that any determination by CalPERS to not fully credit the compensation and/or service time provided under this Agreement is not a proper basis on which to void the Agreement. Employees/Union further acknowledge that they will not pursue any claim or action against the City related to any determination made by CalPERS in connection with this Agreement.

Effective August 20, 2019, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of nine percent (9%).

Effective July 5, 2020, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of ten percent (10%).

Effective July 4, 2021, in accordance with Government Code Section 20516(f) pursuant to a cost-sharing arrangement, all employees designated as “classic” employees and enrolled in the “classic” retirement benefit formula shall share the cost of the employer CalPERS contribution by paying an additional 1% of CalPERS reportable compensation for a total contribution of eleven percent (11%).

Section 2: Supplemental PERS Retirement Benefits

The City agrees to provide additional supplemental retirement benefits to IBEW employees under PERS as follows:

- Gov’t Code Section: 20042 – (Classic Members Only) One Year Final Compensation
- New employees hired on or after January 1, 2013 who meet the definition of new member under PEPPRA shall receive 3 Year Average Final Compensation
- Gov’t Code Section: 21024 – Military Service Credit as Public Service
- Gov’t Code Section: 21548 – Pre-Retirement Option 2W Death Benefit
- Gov’t Code Section: 21573 – Third Level of 1959 Survivor Benefits

Section 3: Retiree Medical

- A. The City will pay up to the amount equivalent to the then current, lowest cost, employee only HMO insurance premium for the City's medical and/or dental insurance premium(s) for all full-time regular employees who retire at age sixty (60) or later, with at least twenty (20) years of continuous uninterrupted service. Retired employees will be permitted to enroll in a higher-cost plan and pay the amount in excess of the HMO equivalent.
- B. All full-time regular employees with at least thirty (30) years of continuous uninterrupted service who retire before the age of sixty (60) years will be permitted to pay their medical and/or dental insurance premiums, and, upon reaching the age of sixty (60), the City will pay up to the amount equivalent to the then current lowest cost, employee only HMO medical and/or dental insurance premium(s).
- C. Eligible retired employees may opt not to enroll in the City's medical and/or dental insurance coverage and instead receive a monthly reimbursement payment equivalent to the then-current lowest cost City-offered Employee-only medical-HMO and/or dental HMO insurance premium. An eligible retired employee who chooses this option and later has no reimbursable expenses is still eligible to receive the reimbursement at a later time when he or she does have qualifying reimbursable expenses. Once an employee who has opted out reaches Medi-care eligibility, the retiree shall receive a monthly reimbursement equal to the then-current cost of supplemental coverage. Once a retired employee opts not to enroll in the City's medical and/or dental insurance, he or she will not be allowed to re-enroll in the City's health plans.
- D. All full-time regular employees, who retire with a minimum of ten (10) years of continuous uninterrupted service with the City may pay the premium(s) for medical and/or dental insurance.
- ~~D.E.~~ Current active employees as of July 1, 2022, who have had a break in service with the City shall receive credit for any previous full-time City of Vernon service for the purpose of determining eligibility for retiree medical benefits.
- ~~E.F.~~ All retiree medical and/or dental insurance benefits provided pursuant to subsections A, B, and C above, shall be for retired employees only and shall not include their spouses or other dependents.
- ~~F.G.~~ All retired employees who receive medical and/or dental insurance benefits pursuant to subsections A, B, or C above and who reach the age of sixty-five (65), are required to be enrolled in Medicare, and shall show proof of such enrollment, where upon the City's insurance policy will become supplemental coverage, if applicable.
- ~~G.H.~~ The City's obligation to make any payment under the retiree medical benefits

program shall automatically terminate and cease upon the death of the retired employee.

H.I. The offer of the retiree medical benefits is not a vested right for future years.

ARTICLE NINE

HOLIDAYS

Section 1: Holidays

- A. All full-time employees, excluding employees assigned to the 12-hour rotating shift (DuPont Schedule) or any Resource Scheduler and Mechanic, Lead on the Tuesday through Friday schedule, shall be provided with the following holidays with pay subject to the provisions below.
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 – Columbus 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
 14. Such other days as may be designated as holidays by the City Council of the City of Vernon
- B. If an authorized holiday falls on a Sunday, the following Monday shall be treated as the holiday. Holidays falling on a Friday or Saturday, shall not be granted as an authorized holiday to employees.
- C. Temporary, and part-time employees are not eligible for paid holidays.
- D. An employee whose regular 4/10 shift assignment falls on an authorized holiday and who is required to work on that day shall be paid at his/her regular hourly rate of pay for the holiday, plus 2X (two times) his/her regular hourly rate of pay for the actual hours he/she was required to work on the authorized holiday.
- E. If New Year's Day or Christmas Day falls on a Friday or Saturday, and the 4/10 employee is required to work on that day, he/she shall not receive holiday pay (as set forth in subsection B above), but shall be paid 2X (two times) his/her regular hourly rate of pay for the actual hours he/she was required to work on that day.
- F. Employees assigned to the 12-hour DuPont Schedule and the Tuesday through Friday Resource Scheduler and Mechanic, Lead schedule shall not be eligible for Holiday pay, but shall instead receive forty-eight (48) hours of In-Lieu Holiday time subject to the provisions below.

Section 2: In-Lieu Holiday Time

- A. An employee regularly assigned to the 12-hour rotating shift (DuPont Schedule) whose duties are such that he/she does not receive the benefits of regular legal holidays, shall be granted ~~48~~60-hours of In-Lieu Holiday time effective July 1st of each fiscal year.
- B. An employee regularly assigned to the classification of Resource Scheduler and Mechanic, Lead, whose regular work schedule of Tuesday through Friday is such that he/she shall not receive the benefits of regular legal holidays of the City of Vernon, shall be granted 120-hours of In-Lieu Holiday time effective July 1st of each calendar year.
- C. Such In-Lieu Holiday time shall only be granted so long as said employee is on the active payroll of the Department.
- D. In-Lieu Holidays must be taken prior to June 30th of the fiscal year in which they are provided. Holidays may be taken as days off on dates desired by the employee subject to the approval of the Department Head or designee.
- E. Such In-Lieu Holidays not taken within the prescribed timeline, shall not be paid for unless the employee was continuously denied the opportunity to utilize them during the fiscal year for which such In-Lieu Holidays were granted. In that case only, the employee shall be paid for said In-Lieu Holidays not taken with his or her first payroll check on or after June 30th of the year in which the in-lieu holidays were granted, at his or her then regularly hourly rate of pay, excluding all other compensation computed in accordance with the applicable salary.
- F. An employee who resigns, retires, transfers into a 4/10 work schedule or is terminated shall not be entitled to any compensation for In-Lieu Holidays not taken unless previously denied.

ARTICLE TEN

VACATION

Section 1: Vacation Leave

All full-time employees shall accrue vacation according to the following schedule:

4/10 Schedule:

<u>Continuous Years of Service</u>	<u>Vacation Hours Earned</u>	<u>Bi-Weekly Accrual</u>
1 st year thru 4 th year	80	3.08
5 th year thru 9 th year	100	3.85
10 th year thru 14 th year	120	4.62
15 th year thru 24 th year	160	6.16
25 th year and more	190	7.31

12-Hour Rotation Shift (DuPont Schedule):

1 st year thru 9 th year	120	4.62
10 th year thru 14 th year	160	6.16
15 th year and more	160 + one week's equivalent	6.16
	salary on anniversary date and	
	each anniversary date thereafter.	

Current active employees as of July 1, 2022, who have had a previous break in service with the City shall receive credit for any previous full-time City of Vernon service for the purpose of determining accrual of vacation leave.

Section 2: Vacation Accumulation

- A. Accumulation and carry-over of vacation leave shall be limited to a maximum of the number of hours the employee was eligible to accrue during the immediately preceding year. In or about February of each year, employees shall be compensated for unused accrued vacation benefit in excess of the allowed accumulated amount referenced above. Cash-out monies may be taken as cash or may be contributed to the employee's 457 deferred compensation account subject to the rules of the plan.
- B. No vacation leave shall be accumulated by employees while they are on an unpaid leave of absence or non-work related disability leave.
- C. In the event one or more City holidays fall within a vacation period, such holidays shall not be charged as vacation leave.
- D. Upon separation from City employment, compensation shall be paid for vacation leave which has been earned but not taken.

Section 3: Scheduling of Vacation

- A. Vacation leave shall be scheduled with the approval of the Department Director or his or her designee by submitting a Leave Request Form in writing, within ten business days before the beginning of the vacation. Vacation leave requests for extended times (3 weeks or more), unless an unforeseen emergency exists, shall be submitted at least thirty (30) days in advance of the beginning of the vacation. Vacations shall be approved subject to the needs of the department. The employee's seniority and wishes will be factors that are considered during the scheduling process. Non-earned vacation leave shall not be allowed.
- B. Vacation leave requests shall not be in excess of such leave actually earned at the time it is requested or in excess of the regular scheduled workweek.

ARTICLE ELEVEN

SICK LEAVE

Section 1: Sick Leave

Full-time Employees shall accrue up to 80 hours of sick leave per calendar year, at a rate of 3.08 of sick leave hours per pay period. If the full-time employee works, or is on regular paid status, less than a full year, the hours of sick leave will accrue on a pro rata basis. In accordance with the Healthy Workplaces, Healthy Families Act of 2014, beginning July 1, 2015, all pPart-time and temporary employees (excluding CalPERS retired annuitants) working for 30 or more days within a year shall be entitled to accrue paid sick days at the rate of one (1) hour per every 30 hours worked and shall be eligible to use accrued sick leave after satisfying a 90-day employment period. Employee shall only receive sick leave accrual while they are in a paid status.

- A. The City shall allow annual carry-over of sick leave hours up to a maximum accrual cap of 960 hours. This bank of carry-over would provide a cushion for longer-term illnesses and injuries.
- B. Employees will continue to accrue sick leave hours at the 80 hours per year rate, and any sick leave hours exceeding 960 will be compensated in or about February of each year at 50% of the employee's hourly rate. Cash-out monies may be taken as cash or may be contributed to the employee's 457 deferred compensation account subject to the rules of the plan.
- C. Sick leave shall be allowed only for actual illness or injury not arising out of and in the course of employment. If sick leave on account of illness or injury exceeds two (2) working days, the employee, prior to returning to work, shall submit a statement from a physician or a qualified medical professional approved by a physician, certifying that the employee's physical condition prevented the employee from performing the duties of said employee's position during the period of absence. All sick leave shall be approved by the department head. Notwithstanding the above, the City may require verification of sick leave use whenever it has reason to believe there is misuse, abuse or a pattern of abuse.
- D. Except as hereinafter provided, upon retirement or disability retirement pursuant to City Council approval, or under the State Employees' Retirement System or pursuant to the provisions of any applicable agreement between the City and a state retirement system, or upon death, accumulated and unused sick leave credit shall be paid on the following basis:
 - a. If an employee resigns from the City with 20 years or more of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave bank at the time of separation at 50% of his/her then current regular hourly rate of pay.
 - b. If an employee retires from the City with 15 to 20 years of continuous service, he/she will be compensated for all unused sick leave hours in his/her sick leave

bank at the time of separation at 50% of his/her then current regular hourly rate of pay. If an employee retires from the City with more than 20 years of continuous service, he/she will be compensated for all unused sick leave hours in his/her/ sick leave bank at the time of separation at 100% of his/her then current regular hourly rate of pay.

Section 2: Family Sick Leave (Kin Care)

Employees may use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not more than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for qualifying family illness as follows: Sick leave for family illnesses will be allowed only for the sickness of the spouse¹ ~~of, or the children of, or~~ mother² or father of³ the employee ~~living within the same household~~. In the case of joint custody of a child, illness of the child occurring at the other custodial parent's house may also qualify. All family sick leave shall be approved by the department head.

ARTICLE TWELVE

LEAVE BENEFITS

Section 1: Jury Duty

- A. All regular full-time employees summoned to serve on jury duty shall be provided “Jury Duty Pay” and there shall be no loss of compensation. An employee will be compensated up to two weeks at full pay for jury duty. The employee must provide notice of the expected jury duty to his or her supervisor as soon as possible, but in no case later than 14 calendar days before the expected start date of the jury duty.
- B. An employee on call for jury duty is expected to report to work. An employee who is called in for jury duty does not have to report to work before or after appearing in court. All employees shall obtain verification of the hours of jury duty performed using verification forms as may be supplied by the court. Employees shall notify their supervisor on the day they are released from their jury duty obligations.
- C. Except as herein provided, employees shall remit to the City any compensation received for those days while on jury duty and shall receive regular pay for the time served. Employees shall be reimbursed by the City for the mileage portion of the jury duty compensation. Jury duty performed on an employee’s regular day off shall not be compensated by the City and the employee shall be entitled only to the jury’s compensation for duty performed on such employee’s regular day off. Employees assigned to jury duty on a City authorized holiday will be considered to have taken such a holiday and will receive regular holiday pay, but the employee shall be entitled to the jury compensation for duty performed on such holiday.
- D. For those employees working graveyard and swing shift, or other shifts starting at an early and/or late hour (i.e., 5:00 a.m. or 9:00 p.m.); Management shall reschedule the employee to a day shift with a start time ranging between 7:00 a.m. to 9:00 a.m. Monday thru Friday. This temporary reassignment shall be only for the duration of the jury duty. Reassignment of duties may also be made so that the employee may have more productive time prior to, and following release from, jury duty.

Section 2: Military Leave of Absence

Military leave shall be granted in accordance with the provisions of applicable federal and state law. Every employee entitled to receive the benefits of military leave shall give his/her Department Director the opportunity, within the limits of the law and military necessity, to determine when such leave shall be taken.

Section 3: Bereavement Leave

Permanent full-time employees, regardless of period of service, may in the event of death or if death appears imminent, of any “immediate family member” as defined below including the equivalent relatives of a registered domestic partner, be allowed up to the equivalent of four (4) work days (40 or 48 hours, based upon the employee’s regular work schedule) of bereavement leave without loss of salary.

Relative	All Regular Employees
Spouse	4 work days
Child	4 work days
Registered Domestic Partner	4 work days
Step-Child	4 work days
Parent	4 work days
Step-Parent	4 work days
Mother-in-law	4 work days
Father-in-law	4 work days
Step-Parent-in-law	4 work days
Grandchild	4 work days
Step-Grandchild	4 work days
Grandparent	4 work days
Grandparent-in-law	4 work days
Brother	4 work days
Sister	4 work days
Step-Sister	4 work days
Step-Brother	4 work days
Daughter-in-law	4 work days
Son-in-law	4 work days
Brother-in-law*	4 work days
Sister-in-law*	4 work days

For purposes of this provision, “brother-in-law” and “sister-in-law” are defined as the brother-in-law or sister-in-law of the employee, or sibling of the employee’s spouse.

Bereavement leave is paid over a maximum of seven (7) work days and is paid in thirty minute increments. The bereavement leave begins on the first regularly scheduled workday as requested by the employee. If the employee learns of the death while at work, he or she is entitled to leave work immediately; this partial day leave will not be counted towards the bereavement leave. Bereavement leave must be authorized by the Department Director and must be utilized within 15 days of employee learning of the death, or of the date of foreseen imminent death of the immediate family member, unless special circumstances require that the leave begin at a later date. Such requests to the Department Director shall be made within 15 days of the employee learning of the death or of the date of foreseen imminent death and shall not be unreasonably denied.

ARTICLE THIRTEEN

WORK SCHEDULE AND WORKING CONDITIONS

Section 1: Provisions

The seven (7) day work period shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59:59 p.m. except as modified by management. In the event the City needs to adjust any work schedule, the City agrees that no such modification will be conducted without first notifying the effected employees a minimum of 10 days prior to the change unless agreed to by the effected employee(s) and the Director of Gas & Electric or designee.

Section 2: 4/10 Work Schedule

The City agrees to continue the 4/10 work schedule for employees assigned to work between Monday – Friday shifts.

Section 3: DuPont Schedule

The DuPont rotating shift plan provides 24/7 coverage of critical operational positions. This type of schedule has been utilized successfully in several United States industries in order to enhance workplace safety, provide additional rest for staff, decrease calls backs and allow for more shift coverage. 24-hour operation staff shall work a twelve-hour shift. Vernon ~~Gas & Electric~~Public Utilities Dispatchers, and Electric Operators, Control Room Operators and Field Operators -are assigned to these shifts.

Section A: General Provisions

The seven (7) day work period shall begin on Sunday at 12:00 a.m. and end on Saturday at 11:59:59 p.m. except as modified by management. In the event the City needs to adjust any work schedule, the City agrees that no such modification will be conducted without first notifying the effected employees a minimum of ten calendar days prior to the change unless agreed to earlier by the effected employee(s) and the Director of ~~Gas & Electric~~Public Utilities or designee.

Day 1 of these Dupont schedules typically begin on a Monday but Day 1 can be any day of the week. At the end of the cycle, the entire sequence starts over. Crews are able to review schedules in advance for planning.

Section B: DuPont 4 Schedule

The DuPont 4 schedule consists of 4 crews rotating in 12 hour shifts day and night to provide 24/ 7 coverage. The DuPont 4 schedule consists of a 4-week cycle during which each team works as follows:

- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 7 consecutive days off duty.

Section C: Dupont 5 Schedule

The DuPont 5 schedule consists of 5 crews rotating in 12 hour shifts day and night to provide 24/ 7 coverage. The DuPont 5 schedule consists of a 10-week cycle during which each team works as follows:

- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 4 consecutive days off duty;
- 4 consecutive relief shifts (12 hours), followed by 6 consecutive days off duty;
- 4 consecutive night shifts, followed by 3 consecutive days off duty;
- 3 consecutive day shifts, followed by 1 day off duty;
- 3 consecutive night shifts, followed by 3 consecutive days off duty;
- 4 consecutive day shifts, followed by 4 consecutive days off duty;
- 3 consecutive relief shifts (12 hours), followed by 7 consecutive days off duty;

Section 4: Standby Policy

Stand-by time is that period of time other than the employee's regularly scheduled working hours when an employee, at the direction of his/her Department Head, is on standby duty.

The Department Head shall post a list of employees who are determined to be qualified to perform stand-by-duty. The list shall contain the title of each classification in which the employee is deemed eligible to perform stand-by duty. The stand-by duty and period shall be defined by the Department Head. The stand-by list will be made available 72 hours, or as soon as practical, prior to the start of stand-by.

4/10 Schedule

The stand-by rotation list for employees working the 4/10 work schedule will first be filled through volunteers from the respective classification, and then from volunteers from other classifications who are deemed eligible for stand-by in that classification. If there are no volunteers available, employees shall be involuntarily placed on stand-by status pursuant to a rotational plan within the respective classification from the list of employees qualified to perform stand-by duties.

DuPont Schedule

The stand-by rotation list for employees working under the DuPont 4 or DuPont 5 Schedule will be filled through a mandatory rotation list during the employees' day off-cycle. Unless it is determined an emergency or voluntary basis, it is not the City's intent to place employees on stand-by during their scheduled 6 or 7-day off cycle under the DuPont 4 or DuPont Schedule.

Stand-by duty employees are free to engage in personal business and activities. However, in order to be eligible for stand-by duty and pay, employees must:

- A. Be ready to respond immediately.
- B. Be reachable by City-issued cell phone.
- C. Be able to report to work within one (1) hour of notification.
- D. Refrain from activities that might impair their ability to perform assigned duties. This includes, but is not limited to, abstaining from the consumption of any alcoholic beverage and the use of any illegal drug or incapacitating medication.
- E. Respond to any call back during the assigned standby duty.

Employees on stand-by shall receive two (2) hours of regular straight time compensation for each day that the employee is assigned stand-by.

On City recognized Holidays, employees on stand-by will be compensated four (4) hours of straight time compensation.

An employee assigned to stand-by who is not available to report may be subject to appropriate disciplinary action, unless he/she provides sufficient notice to his/her immediate supervisor of incapacity to respond prior to the call back so that appropriate arrangements can be made so that the stand-by duty is covered.

Section 5: Performance Evaluations

It is agreed that an employee is not required to sign his/her Performance Evaluation when first presented with it. The employee's signature is an acknowledgment that the performance appraisal was discussed. The signature does not necessarily mean that the employee agrees with evaluation content. If there is a refusal to sign a performance evaluation, the supervisor shall note on the performance evaluation the refusal of the employee to sign. The employee may enter remarks in the space provided or attach a separate written response specific to the evaluation within ten calendar days of the employee's receipt of the Performance Evaluation. An employee shall receive a copy of the performance evaluation and the department may place a copy in an internal file. Please refer to Personnel Policy IV-1, Performance Evaluations for detailed procedures and policy.

Section 6: Probation

Probation is defined as a period of tentative appointment to a permanent-full-time position, during which competence and fitness for that position shall be judged from actual performance of the essential functions of the job.

The probation period shall be considered a part of the selection process, affording the appointing authority an opportunity to evaluate those factors and qualities which may not have been determined by formal testing procedures. Before employees are appointed to their positions on a permanent, classified (i.e. non-at will) basis, such employees must satisfactorily complete a probation period. Failure to meet the performance standards for a position is not considered discipline.

An employee serving a probationary period has no property interest in his or her position until the probationary period is successfully completed, and the employee is considered at-will during the probationary period.

Probation required - Probationary periods shall be required for all appointments/promotions to regular full-time classified positions for:

- a. Initial hire into the City service
- b. Promotion in which an employee moves from a position in one class to a position in another class with a salary range having a higher maximum rate of pay
- c. External departmental transfer (except in case of transfer in lieu of layoff, or reorganization)
- d. Rehire, if more than 12 months have elapsed since voluntary separation

Probation not required - Probationary periods shall not be required for:

- a. Appointments of a temporary, emergency, or of an "acting" nature
- b. Status change in which an employee has no change in duties and responsibilities as a result of changing the number of hours worked per week (e.g. moving between full-time and part-time) within the same classification and department (e.g. Administrative Assistant working 40 hours a week instead of 20 for the same department). In order for this section to apply, the employee must have worked in the classification 1040 hours to satisfy the 5-month probationary period or 2080 hours to satisfy the 12-month probationary period.
- c. Internal departmental transfer within the same classification
- d. Reclassification of position
- e. Internal or External department transfer in lieu of layoff or reorganization

- f. Voluntary demotion (non-performance related or in lieu of discipline)

Length of Probationary Periods

- a. General rule: Probationary periods shall be for 6 months of continuous service in that classification for general employees and 12 months of continuous services in that classification for safety employees.
- b. Calculation of start of period: The actual date set for purpose of calculating the start of the probation period shall be the first date of hire (for a new employee), and for other employees, the first date of the pay period for which the new classification applies (typically the first day of the pay period that starts after the new classification is announced).

Extension of Probationary Periods

An employee's initial probation may be extended, at the Department Head's discretion, if necessary, for a period not to exceed 6 months. The Department Head is encouraged to confer with the Human Resources Department prior to taking action. If extended, such action must be taken during the initial probationary period.

Any extended period of absence from duty for 20 working days or more for any reason except scheduled vacations, shall automatically cause a probation period to be extended for a period equal to the period of absence.

Performance Reviews

Department Heads shall initiate performance evaluations on all probationary employees. These records may be considered in decisions related to employee's eligibility to continue employment during the probationary period.

Status Upon Completion of Probation

A permanent appointment to a position in the City service shall be made upon satisfactory completion of the probationary period. The Department Head shall draft appropriate documents to retain or not to retain a probationary employee. Upon being appointed to a position that is both regular and permanent, an employee has a property interest in the employee's job, thus giving the employee certain rights required by law.

Separation During Probationary Period

If at any time during the probationary period, including any probationary extension period, the appointing authority determines that the employee does not meet standards for the position, the employee shall be separated from the position without right of hearing or appeal.

Employees who are discharged from probationary positions have the right to return to their former regular position with the City, if any. To have this right, the discharged employee must have held a

position with the City for which the employee had satisfactorily completed any probationary period. Except for safety personnel, the former position must be vacant with no incumbent occupying the position previously held by the employee.

ARTICLE FOURTEEN

GRIEVANCE PROCEDURE

Definition

A grievance shall be defined as an allegation by an employee or the Union of misinterpretation, misapplication or violation of a particular provision of this MOU, City policy, rule or past practice.

Days

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

Step One - Immediate Supervisor

Employees shall have the right to present their own grievance or do so through their Union representative.

Grievances shall be processed on standard forms provided by the Department of Human Resources and shall contain information which (a) identifies the aggrieved, (b) contains the specific nature of the grievance, (c) indicates the time or place of its occurrence, if known, (d) states the article(s) of the MOU, City policy, rule or past practice which have been violated, misinterpreted or misapplied, (e) indicates the persons contacted at the informal stage, if applicable, and (f) states the corrective action desired. Grievances may be submitted via email, so long as the employee attaches the grievance form to the email by the required time line. If an employee includes attachments to the grievance form and those attachments are not included in the email or in-person submission, the City shall notify the employee that all attachments were not included and that the deadline for the City to respond to the grievance will not begin to run until all the attachments are received.

Failure by management to reply to the employee's grievance within the time limits specified automatically grants the employee the right to process the grievance to the next level. If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

All the time periods specified in this procedure may be extended by mutual written (including email) consent of the aggrieved employee(s), Union representative and the designated management representative.

Informal Procedure

Within eight (8) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee may discuss the complaint with his/her immediate supervisor. Employees are encouraged to discuss complaints with their immediate supervisor in an attempt to resolve the grievance at the lowest possible step.

An employee, at his or her sole discretion, may opt to skip the Informal Procedure resolution process

and instead go directly to Step One. If an employee chooses to proceed with the Informal Procedure, he/she or their union representative shall inform the Human Resources Director, within one day of initiating the Informal Procedure, that he/she has initiated the Informal Procedure and the date the informal grievance was first discussed with his/her supervisor.

Within eight (8) days of the discussion with the employee, the supervisor shall verbally respond to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal process described below.

Formal Procedure

Step One - Immediate Supervisor

Within the time period referenced above or, if the employee chooses to skip the Informal Procedure, within eight (8) days of the date the employee(s) knew or reasonably should have known of the incident giving rise to the grievance, the employee(s) or the Union shall initiate the grievance procedure by explaining the situation in writing as prescribed above to the immediate supervisor of the affected employee(s). The Union and/or employee(s) waives the right to proceed with the grievance if the grievant does not initiate the procedure by this deadline. After the presentation of the grievance to the supervisor, the supervisor shall make a decision and present his/her decision, in writing, to the Union and employee(s) within eight (8) days.

Step Two - Department Director

If the Union or employee(s) is not satisfied with the decision of the immediate supervisor, the grievant shall present the grievance, in writing, to the Department Director within eight (8) days of the decision of the immediate supervisor. The Union and/or employee(s) waives the right to proceed with the grievance if the grievant(s) does not act by this deadline. Within eight (8) days, the Department Director, or the designee of the Department Director, shall meet with the Union or employee(s) to hear the grievance. Within eight (8) days of hearing the grievance, the Department Director or designee shall present his/her decision, in writing, to the Union and employee(s) with copies to the Human Resource Director and the City Administrator.

Step Three – City Administrator/Advisory Arbitration

If the Union or employee(s) is not satisfied with the result of the meeting with the Department Director, the grievant may submit a written request, within eight (8) days of the written decision of the Department Director, that the matter be heard by the City Administrator or designee, or the Union may choose to have the matter heard by an impartial hearing officer (arbitrator).

Should the matter be submitted directly to the City Administrator or designee, he/she shall meet with the Union and/or employee(s) within eight (8) days of receipt of the grievant's written notice. If the Union and/or employee(s) elects to have the matter heard by the City Administrator or designee, the Union and/or employee(s) waives the right to have the matter heard by an arbitrator. Within eight (8) days of hearing the grievance, the City Administrator shall provide his/her decision, in writing, to the Union and employee(s). The decision of the City Administrator shall be final and binding.

If the Union elects arbitration, costs of the arbitration shall be shared equally between the Union and the City. A court reporter shall be retained only by mutual consent of the parties. The costs of the arbitration, including the court reporter, shall be divided in half (i.e. 50/50) by the parties. Attorney fees, staff time and witness fees shall not be shared between the parties and shall be paid by the party that incurred the cost.

If the Union elects arbitration, the City shall request a list of seven (7) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other mutually agreed upon source within ten (10) days of the Union's request. Upon receipt of the list, the parties shall alternately strike names from the list until a final name is selected as the hearing officer, with the Union striking first. The selected arbitrator shall serve as the hearing officer. All arbitration proceedings arising under the Grievance procedure shall be governed by the provisions of Title 9, Part 3, of the Code of Civil Procedure of the State of California.

Within eight (8) days of receipt of the arbitrator's recommendation, the City Administrator shall provide his/her decision, in writing, to the Union and employee(s). The recommendation of an arbitrator shall be advisory to the City Administrator or designee. The decision of the City Administrator shall be final and binding.

In the event the City Administrator does not adopt the arbitrator's recommendation, the City shall bear the full cost of the arbitrator's fee. Attorney fees, staff time and witness fees are excluded and shall be paid by the party that incurred the cost.

All time limits specified in the procedure may be waived by mutual written agreement.

ARTICLE FIFTEEN

DISCIPLINE PROCEDURE

Definition

Types of discipline include the following: suspension, demotion, reduction in pay or dismissal. For the purposes of this article, verbal counseling, written warning, written reprimand, voluntary demotions, and performance evaluations are not classified as discipline.

The purpose of disciplinary actions are not intended to be punitive, but are defined as actions by management directed to the modification or cessation of employee conduct which is contrary to the best interests of the City and the public service.

DAYS

Days shall be defined for the purposes of this Article as any day in which the City Hall is open to the public for the general conduct of business.

Disciplinary Actions

The tenure of every City employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's work history file. Progressive discipline will be used; however, this does not preclude the City from taking disciplinary action, up to and including termination, for an incident for which there is no prior documentation as long as the disciplinary action is warranted and is based on just cause.

The following procedures shall be followed when, in the judgment of the Department Director, an employee has committed an act or omission that justifies discipline. The Department Director or his/her designee shall advise employees of contemplated disciplinary actions in writing and allow the employee an opportunity to respond to such charges prior to taking final action.

Disciplinary actions should be documented in the employee's official personnel file. Performance deficiencies documented in the employee's performance evaluation as "does not meet standards" may be the basis for disciplinary action if the employee fails to correct those performance deficiencies within the time period designated by his/her supervisor. To the extent possible, performance deficiencies or other causes for discipline will be documented in the employee's personnel file.

Upon the City receiving authorization from the employee, the City will provide the Union with all written notices of discipline given to employees represented by Union. The written notice of discipline will also inform the employee that he/she has the right to consult with the Union with regard to the disciplinary action being taken.

Disciplinary Procedure

Prior to the suspension, demotion, reduction in pay or dismissal of any permanent employee for disciplinary purposes, the following procedures shall be followed:

Written Notice of Proposed Action

Written notice of the proposed disciplinary action shall be given to the employee. Such notice shall include the proposed effective date of the discipline, a statement of the reason(s) for the proposed action, including the rule or standard of conduct allegedly violated, the proposed discipline and the charge(s) being considered.

Employee Review

The employee shall be supplied with a copy of the documents or materials upon which the proposed disciplinary action is based.

Employee Response/Pre-Disciplinary Conference

The notice of proposed action shall state the date by which the employee must exercise the right to respond orally, in writing or both orally and in writing. The employee will be provided a reasonable period of time to respond, which shall be no sooner than five (5) days after the notice of proposed action is provided, or additional time as may be reasonable. This represents the pre-disciplinary opportunity for the employee to state any reasons that he/she believes the proposed action to be inappropriate. The date the employee is scheduled to respond may be adjusted by mutual agreement. Failure to respond by the assigned date will constitute a waiver of the right to respond. Any response will be fully considered before any final action is decided upon.

The Pre-Disciplinary Conference does not need to be an evidentiary hearing. An employee has the right to have a representative of his or her own choosing at the conference. The City may conduct further investigation if the employee's version of the facts or new information raises doubts as to the accuracy of the City's information leading to the discipline proposal.

Written Notice of Final Action

After consideration of the employee's response, or in the absence of a response, written notice of the final disciplinary action shall be given to the employee. Such notice shall include essentially the same information contained in the notice of proposed action, except that the employee's formal appeal rights shall be stated.

Emergencies

When, in the opinion of the City, immediate disciplinary action is required to protect the health, safety or welfare of the public, other employees or the employee himself/herself, the employee may be suspended without pay for up to three (3) days pending the processing of the written notice of proposed action as required in this article or may be suspended with pay pending the completion of

such investigations or hearings as may be required to determine if disciplinary action is to be taken. If the charges and/or allegations are not sustained, the employee suspended without pay shall be entitled to reinstatement with full back pay and benefits. All back pay awards related to suspension, demotions and discharges shall include interest as set by Civil Code §§ 3287 et. seq.

Appeal Procedures

Major Discipline

Any permanent employee in the classified service shall have the right to appeal any termination, suspension of five (5) working days or more, reduction in salary, or non-probationary demotion. The appeal process shall not be applicable to newly hired probationary employees. The appeal process shall not be applicable to performance evaluations, verbal and/or written reprimands.

An employee desiring to appeal the discipline shall have ten (10) days after receipt of proposed notice of discipline. The employee's request for appeal must be addressed to the City Administrator and received in the Human Resources Division. The Human Resources Division shall date stamp the employee's appeal to verify the timeliness of the appeal.

If, within the 10-day appeal period, the employee does not file the appeal, unless good cause for the failure is shown, the discipline shall be considered conclusive and shall take effect as prescribed. If the employee files a timely appeal, an arbitration appeal hearing shall be established as follows:

1. The employee shall file a written request with the Human Resources Division for arbitration to the City Administrator or designee. The City and Union will share equally share (i.e. 50/50) the arbitration-related expenses, excluding attorney fees, expert witness (es) and staff time.
2. The City shall request a list of seven (7) arbitrators registered with the American Arbitration Association, California State Conciliation Service or some other agreed upon source within ten (10) days of the employee's request. Unless the parties agree to another method of selecting an arbitrator, the parties shall alternately strike one name from the list, with the employee striking first, until one name remains as the arbitrator.
3. The selected arbitrator shall serve as the hearing officer.
4. All time limits specified in the procedure may be waived by mutual written agreement.
5. At the conclusion of the hearing, the arbitrator will submit his/her findings to the City and the employee. The opinion shall set forth findings of fact and conclusions. Except as set forth below, the decision of the Arbitrator will become final unless the City or the employee/union elects to pursue judicial review under CCP §1094.5.
6. For arbitration appeals of major discipline at the level of termination, the recommendation of an arbitrator shall be advisory to the City Administrator or designee through the term of this Memorandum of Understanding. The decision of the City Administrator shall be final

and binding. The decision of the City Administrator will become final unless the City of the employee/union elects to pursue judicial review under CCP §1094.5. Advisory arbitration for termination cases shall revert to binding arbitration after June 30, 2022, unless the parties mutually agree and negotiate otherwise.

Minor Discipline

Any permanent employee shall have the right to appeal any suspension below the threshold of major discipline. The appeal process shall not apply to probationary employees.

An employee desiring to appeal disciplinary action defined as “Minor Discipline” shall have ten (10) days after receipt of the final Notice of Determination to request an appeal to the City Administrator or designee. The employee’s request for appeal must be addressed to the City Administrator and received by the Human Resources Department.

—The City Administrator or designee will respond or schedule a meeting within fifteen (15) days. The City Administrator or designee shall render his/her judgment as soon after hearing the appeal as possible and in no event later than thirty (30) days after the appeal meeting. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The decision of the City Administrator shall be final.

ARTICLE SIXTEEN
JOINT LABOR MANAGEMENT COMMITTEE

1. The City and the Union will maintain a Joint Labor Management (JLM) Committee comprised of at least eight (8) members. The City's team shall consist of representatives from the City Administrator's office, the Human Resources Department and the Gas and Electric Department. The Union shall provide four (4) members to sit on its committee, at least two of which must be employees of the City. Additional department and employee representatives may participate on the Committee to deal with departmental matters which may be addressed. This committee shall meet at least semi-annually to discuss matters of concern to both management and the Union and a written summary of each meeting shall be prepared by the City. The committee shall be authorized to schedule meetings more frequently than the semi-annual ones required herein in order to expeditiously respond to concerns properly before the committee.
2. The JLM shall be utilized to allow the parties to discuss matters affecting the workplace environment.
3. The JLM shall not be a means for participating in the meet and confer process as provided for by Government Code Sections 3500 et. Seq. The JLM's meetings shall not be "Meet and Confer" sessions as that term is used in Government Code Sections 3500 et. seq.
4. JLM consideration of proposed changes in terms and conditions of employment shall not occur and is not a condition precedent to the exercise by the City of its rights.

SIGNATURE PAGE

CITY OF VERNON

Carlos R. Fandino Jr.
City Administrator

Michael A. Earl
Director of Human Resources

Lisette M. Grizzelle
Senior Human Resources Analyst

Scott A. Williams
Director of Finance/City Treasurer

APPROVED AS TO FORM:

Zaynah N. Moussa, ~~Senior Deputy~~ City Attorney

APPROVED AND ADOPTED BY CITY COUNCIL ON _____ PER
RESOLUTION NO. _____

ATTEST:

~~Deborah A. Harrington~~ Lisa Pope, ~~Interim~~ City Clerk

IBEW LOCAL 47

Pat Lavin
Business Manager/Financial Secretary

Stan Stosel
Senior Assistant Business Manager

John Baca
IBEW Business Representative

Jorrie V. Estrada
Union Committee Member

~~Edwin R. Ochoa~~ Armando Hinojos
Union Committee Member

Ruben Rodriguez
Union Committee Member

Mark E. Yeaman
Union Committee Member

Dated: _____,

IBEW: Addendum A

IBEW Position Titles
ASSISTANT RESOURCE SCHEDULER
ASSOCIATE ELECTRICAL ENGINEER
ASSOCIATE RESOURCE SCHEDULER
CONTROL ROOM OPERATOR I
CONTROL ROOM OPERATOR II
CONTROL ROOM OPERATOR, SENIOR
ELECTRIC OPERATOR
ELECTRIC OPERATOR, SENIOR
ELECTRICAL ENGINEER
ELECTRICAL ENGINEERING TECHNICIAN
ELECTRICAL TEST TECHNICIAN
ELECTRICAL TEST TECHNICIAN, LEAD
ELECTRICAL TEST TECHNICIAN, SENIOR
FIELD OPERATOR I
FIELD OPERATOR II
GAS SYSTEMS SPECIALIST
GAS SYSTEMS SPECIALIST, LEAD
GAS SYSTEMS TECHNICIAN
INSTRUMENT & CONTROLS TECHNICIAN
INSTRUMENT & CONTROLS TECHNICIAN, LEAD
MATERIAL CONTROL ADMINISTRATOR
MECHANIC/WELDER
MECHANIC, LEAD
METERING TECHNICIAN
METERING TECHNICIAN, SENIOR
POWER PLANT OPERATOR
POWER RESOURCES SETTLEMENT ANALYST
POWER RESOURCES SETTLEMENT ANALYST, SENIOR
PRINCIPAL RESOURCE SCHEDULER/TRADER
RESOURCE PLANNER
RESOURCE SCHEDULER
SITE SAFETY ADMINISTRATOR/CONTROL ROOM OPERATOR
UTILITIES DISPATCHER
UTILITIES DISPATCHER, SENIOR
UTILITIES OPERATIONS TRAINEE
UTILITIES PROJECT COORDINATOR



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8050	Metering Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 2				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 3				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 4				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 5				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 2				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 3				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 4				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 5				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
8375	Field Operator I	NE	I	25				
	Step 1				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 2				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 3				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 4				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 5				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
8370	Field Operator II	NE	I	27				
	Step 1				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 2				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 3				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 4				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 5				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
8360	Instrument & Controls Technician	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8357	Instrument & Controls Technician, Lead	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 2				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 3				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 4				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 5				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 2				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 3				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 4				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 5				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 2				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 3				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 4				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
	Step 5				\$ 168,583	\$ 14,049	\$ 81.0494	\$ 6,483.95



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 2				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 3				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 4				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 5				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
8415	Resource Planner	NE	I	35				
	Step 1				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 2				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 3				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 4				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
	Step 5				\$ 168,583	\$ 14,049	\$ 81.0494	\$ 6,483.95
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8050	Metering Technician	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 2				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 3				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 4				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 5				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 2				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 3				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 4				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 5				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
8375	Field Operator I	NE	I	25				
	Step 1				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 2				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 3				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 4				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 5				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
8370	Field Operator II	NE	I	27				
	Step 1				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 2				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 3				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 4				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 5				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
8360	Instrument & Controls Technician	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8357	Instrument & Controls Technician, Lead	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 2				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 3				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 4				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 5				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 2				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 3				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 4				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 5				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 2				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 3				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 4				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
	Step 5				\$ 173,640	\$ 14,470	\$ 83.4808	\$ 6,678.47



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 2				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 3				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 4				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 5				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
8415	Resource Planner	NE	I	35				
	Step 1				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 2				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 3				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 4				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
	Step 5				\$ 173,640	\$ 14,470	\$ 83.4808	\$ 6,678.47
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8050	Metering Technician	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 2				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 3				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 4				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 5				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 2				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 3				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 4				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 5				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
8375	Field Operator I	NE	I	25				
	Step 1				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 2				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 3				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 4				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 5				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
8370	Field Operator II	NE	I	27				
	Step 1				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 2				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 3				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 4				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 5				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
8360	Instrument and Controls Technician	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8357	Instrument and Controls Technician, Lead	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 2				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 3				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 4				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 5				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 2				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 3				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 4				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 5				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 2				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 3				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 4				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
	Step 5				\$ 178,849	\$ 14,904	\$ 85.9852	\$ 6,878.82



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 2				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 3				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 4				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 5				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
8415	Resource Planner	NE	I	35				
	Step 1				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 2				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 3				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 4				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
	Step 5				\$ 178,849	\$ 14,904	\$ 85.9852	\$ 6,878.82
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18

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

City Council Agenda Item Report

Submitted by: Lisette Grizzelle
Submitting Department: Human Resources
Meeting Date: August 2, 2022

SUBJECT

Amendment to Classification and Compensation Plan

Recommendation:

- A. Approve new job descriptions; and
- B. Adopt Resolution No. 2022-31 amending Exhibits A and C of the Classification and Compensation Plan adopted by Resolution No. 2022-29 adding new classifications and associated salary ranges for Payroll Analyst and Power Resources Settlement Analyst, Senior; deleting the classification of Payroll Specialist, Senior; and incorporating Cost of Living Adjustments for classifications represented by the International Brotherhood of Electrical Workers (IBEW) Local 47.

Background:

The Human Resources Department is responsible for maintenance of the Citywide Classification and Compensation Plan (Plan) which consists of the various classification specifications (job descriptions) as well as the Compensation Schedules that list the classification titles and salaries for each classification on the Plan.

NEW AND DELETED JOB DESCRIPTIONS

The Human Resources Department has worked in collaboration with the Finance and Public Utilities Departments to establish new classifications as appropriate and delete a classification no longer needed. The changes are summarized below.

Finance Department

Approval of a new job description for the classification of Payroll Analyst is recommended. In the Finance Department, the classification of Payroll Specialist recently became vacant after the resignation of the long-term incumbent. There has been a need in the Department for a higher level classification to perform some of the more complex and analytical work associated with the City's payroll functions. After a review of the existing Payroll series classifications, it is recommended to establish the classification of Payroll Analyst and delete the classification of Payroll Specialist, Senior; which has not previously been filled. This would maintain two classifications in the Payroll series with the Payroll Analyst being the advanced journey level classification performing more complex and analytical functions relating to the City's payroll. A salary survey has been conducted for Payroll Analyst and, based on survey findings and internal alignment, the recommended salary grade for this position is Pay Grade 26.

Public Utilities Department

Approval of a new job description for the classification of Power Resources Settlement Analyst, Senior is recommended. This position will assist with conversion of contract settlement terms and conditions and assist the resource work group with regulatory

compliance and reporting activities. This classification is also recommended to isolate duties for compliance with the Public Utilities Internal Risk Management Policy which requires separation of resource scheduling/trading and settlements, providing a structure for checks and balances. This classification creates a pathway in the Power Resources Settlement job series. This new classification will replace one existing budgeted position within the Integrated Resources Division at the same salary grade, Pay Grade 30.

AMENDED EXHIBITS A AND C OF THE CLASSIFICATION AND COMPENSATION PLAN
(COMPENSATION SCHEDULES)

With the approval of the new and deleted job descriptions above, approval of the associated salaries for these classifications is recommended as follows:

- Payroll Analyst - Finance (new), Non-Exempt Confidential - Pay Grade 26 Monthly Salary Range (\$7,450 to \$9,056).
- Power Resources Settlement Analyst, Senior (new), Non-Exempt IBEW - Pay Grade 30 Monthly Salary Range (\$9,056 - \$11,007).

Exhibit C of the Classification and Compensation Plan is also proposed to be amended to incorporate Cost of Living Adjustments (COLA) included in the new Memorandum of Understanding between the City and the International Brotherhood of Electrical Workers (IBEW) Local 47, effective July 31, 2022, July 2, 2023, and July 14, 2024.

Fiscal Impact:

The estimated fiscal impact associated with the approval of the Payroll Analyst is approximately \$24,100 (Salary \$21,337 and Benefits \$2,763). Sufficient funds are available in the Salary and Benefit accounts of the Finance Department budget for Fiscal Year 2022-23.

There is no fiscal impact associated with the establishment of the Power Resources Settlement Analyst, Senior.

Attachments:

1. [New Job Descriptions](#)
2. [Resolution No. 2022-31](#)
3. [Classification and Compensation Plan Exhibits \(Redline\)](#)



JOB DESCRIPTION

Payroll Analyst

Date Prepared: July 2022

Class Code: 1239

SUMMARY: Under general supervision, maintains and prepares City-wide payroll, technical reports, employee benefits records, and other specialized and complex technical and accounting records for the Finance Department; researches difficult technical issues, reconciles records and accounts, resolves discrepancies, and maintains the accuracy of the payroll records.

DISTINGUISHING CHARACTERISTICS: The Payroll Analyst, is the advanced journey level classification within the Payroll series, responsible for performing a variety of difficult, specialized and complex work assigned to the series; including various ad-hoc technical spreadsheets and reports for management's use for decision-making, payroll administration, processing, reporting and recordkeeping; ensures ongoing federal and state regulatory compliance along with City policies, procedures, and the various Memorandum of Understandings (MOUs) and implementation of technical tax law and accounting principles and procedures. Incumbents are expected to perform a full range of broad and complex duties, works primarily independently, and assume higher responsibility for researching and maintaining payroll records, files and required reporting. This is a single incumbent position assigned tasks above the journey level and may be assigned lead responsibilities over designated staff.

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

- Reviews timesheets and source documents for validity and accuracy of information; determines proper handling of payroll and the application of federal and state tax laws and regulations, along with City policies, procedures, and MOUs; provides support to City Departments to perform corrections of timesheet errors.
- Reviews and enters timesheets, benefits and deductions, and related data into the City's payroll systems; verifies and enters data, processes transactions, validates data, and compiles documentation.
- Verifies all payroll and benefit duties are performed in a timely and accurate manner and are executed in accordance with all Federal, State Wage and Hour laws, tax regulations, and City policies and MOU guidelines.
- Reviews and completes accurate and timely payroll entries for general ledger processing.
- Processes Human Resources personnel actions and related transaction forms timely.
- Generates, reviews, and submits biweekly pensionable wages to the state pension system; schedules and remits pension contributions in accordance with established pension policies and procedures, submits wage corrections/adjustments as needed.
- Reconciles technical records according to City policies; reviews payroll records and corrects errors as required; reviews the accuracy of the payroll records and make improvement recommendations.
- Compiles monthly payroll reports for month-end entries; balances and prepares various payroll tax returns and deposits; reviews and prepares routine to complex accounting journal entries; develops and maintains extensive spreadsheets, and documents updated and accurate information.

- Schedules biweekly payroll tax deposits. Prepares and files quarterly payroll tax returns with federal and state government agencies.
- Performs the W-2 to 941 reconciliation, identifies discrepancies and makes the appropriate corrections as needed; timely files the annual Form W-2 and distributes them to City employees.
- Prepares amended annual and quarterly federal and state tax returns as needed.
- Prepares the annual calculation of excess vacation and sick leave hours in accordance with City policies and MOUs, and communicates the payout amount to employees.
- Prepares ad-hoc spreadsheets and reports that will assist management during labor negotiations, labor force discussions, review of department's labor costs, budgetary review, and other analytical review of City payroll.
- Prepares and files mandated annual payroll reports by various federal and state government agencies.
- Evaluates and reviews department data and time records and resolves inconsistencies to ensure conformance with federal and state laws and regulations, City MOU's, policy, regulations, and resolutions, and pension law requirements.
- Performs advanced review and troubleshooting of payroll system processes and practices and make improvement recommendations.
- Assures that all reports and paperwork are completed accurately and in a timely manner; reviews, updates, corrects, retrieves, and releases information according to procedures; collects payroll, benefits, and administrative information, and compiles data for reports; prepares and distributes required reports.
- Oversees payroll records and associated filing systems; ensures data is accurately entered into the City's enterprise resource planning (ERP) system; maintains and reviews additional accounting and technical transaction databases as needed.
- Provides work direction and training to designated less experienced staff.
- Interprets and explains federal and state rules and regulations, and City policies and procedures while exercising the highest degree of confidentiality; responds to and resolves routine to complex customer service issues in a courteous and respectful manner; answers questions and resolves issues within scope of authority and City guidelines; cross-trains in other accounting and administrative jobs.
- Processes routine to complex requests for information and attempts to resolve them by researching files and records; explains rules, policies, and procedures; explains the proper use and completion of forms and documents; refers matters requiring policy interpretation to supervisor for resolution; coordinates solution of customer service issues with other department staff, and effectively communicates customer service issues.
- May coordinate and review the work of designated staff.
- Assists in the implementation, configuration, maintenance, testing, and training of new and existing payroll systems. Performs routine updates and maintenance of the payroll system, including maintenance of pay and deduction codes.
- Assists with establishing and forecasting payroll-related costs for budgetary and planning purposes.
- Assists with gathering information, responding to inquiries, and preparation of schedules relating to the fiscal year-end audit.
- Provides assistance in other Finance Department functional areas as assigned.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Bachelor's degree from an accredited college or university in Accounting, Finance, Business, or related field; AND four years of progressively responsible public sector payroll administration experience, accounting experience is desirable, and (1) of the required four (4) years of experience must include lead or supervisory responsibilities

Knowledge of:

- Federal and state payroll tax law.
 - Pension law.
 - City organization, operations, policies, and procedures.
 - City Code, City Ordinances, and Operating Manuals.
 - Principles and practices of accounting and payroll.
 - Techniques and methods of statistical data compilation, recording and reporting.
 - Applicable federal and state statutes, rules, codes, and regulations governing payroll and benefits.
 - Reporting requirements of various state and federal agencies.
 - Customer service standards and protocols.
- Business computers and standard MS Office software applications.

Skill in:

- Interpreting and explaining City policies, and federal and state laws governing payroll accounting.
- Maintaining and reconciling payroll documentation, information, and reports.
- Organized and able to meet multiple deadlines and strict time frames for payroll processing and required reporting.
- Organizing and maintaining departmental records and filing systems.
- Effectively organizing, prioritizing assigned work.
- Performing work with accuracy and attention to detail. Entering numerical and related information into a computer system with speed and accuracy. Maintaining accurate and interrelated financial and technical records. Validating, tabulating, balancing and reconciling data. Operating a personal computer utilizing a variety of business software.
- Answering incoming calls and responding to inquiries.
- Monitoring the work of other lower-level staff.
- Exercising sound judgment and discretion in problem situations.
- Following verbal and written instructions and procedures.
- Dealing tactfully and courteously with employees, and the public.
- Communicating effectively verbally and in writing.
- Establishing and maintaining cooperative working relationships with co-workers.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required. Certified Payroll Professional preferred.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.



JOB DESCRIPTION

Power Resources Settlement Analyst, Senior

Date Prepared: July 2022

Class Code: 8431

SUMMARY: Under general supervision, has responsibility for the conversion of contract settlement terms and conditions through invoice validation in support of Vernon Public Utility (VPU) power and gas supply. Additional responsibilities include ensuring the transition of VPU's portfolio contracts to settlement information are validated for accuracy and thoroughness for all utility resources, develops and maintains databases and spreadsheets (e.g., Pivot tables, Macros) used to validate utility resources, and assists the work group with regulatory compliance and reporting activities.

DISTINGUISHING CHARACTERISTICS: The Power Resources Settlement Analyst, Senior is the advanced journey level classification within the Power Resources Settlement Analyst series, responsible for performing the more difficult, specialized, and complex work assigned to the series. Incumbents are expected to work more independently and assume higher responsibility for review, researching and analysis of information, databases, and contracts. This is a single incumbent position assigned tasks above the journey level, work responsibilities may extend to providing work direction, training, and review of work of Power Resources Settlement Analyst.

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

- Implements administers, and transitions VPU's portfolio energy and gas contracts to ensure that complex settlement terms are accurately translated in to tracking spreadsheets.
- Validates natural gas settlement transactions using SoCalGas Envoy analytics system and bilateral arrangements.
- Develops and maintains databases and Excel spreadsheets (e.g., Pivot tables, Macros) used to validate utility resources. Validates all bilateral contracts (e.g., Resource Adequacy); processes both Accounts Payable and Accounts Receivable invoices.
- Reviews and Settles California Independent System Operator (CAISO) meter data, prices settle periods and other data to settle VPU's market invoices.
- Ensures and validates settlement information for accuracy and thoroughness for all utility resources transactions into the California Independent System Operator (CAISO) market and bilateral transactions.
- Interface with power supply counterparties and Power Procurement Managers on timely invoicing and analysis.
- Reviews and ensures CAISO charge code cost recovery from counterparties as provided for in contract terms.
- Interacts with IT consultants and Scheduling Coordinator software vendors for process improvements to resolve system and application issues.
- Provides information to assist external accounts with issue resolution as needed.
- Maintains current knowledge of regulatory/legislative and market trends and changes as it relates to settlements.
- Ensures that the City is in compliance with contractual terms and is receiving similar compliance from contracting parties in accordance with prepared task lists, schedules, procedures, and guidelines for administering and evaluating all resource related agreements.

- Assists with preparation and maintenance of the Resource Division annual budget.
- Maintains and develops a wide variety of highly complex analytical spreadsheets for electric utility transactions, purchases and sales of electricity and gas.
- Performs special projects and other utility accounting and financial functions as required.
- Reviews, analyzes, and resolves discrepancies and settlements between scheduled and actual utility quantities and prices.
- Completes and reviews monthly, quarterly, and annual reports.
- Assists in preparation of presentations for various groups on matters pertaining to utility contractual needs, interests, and policies.
- May provide work direction, training, and review of work of Power Resources Settlement Analyst.
- assists in power and natural gas scheduling.
- Supports the relationship between the City of Vernon and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and City staff; maintains confidentiality of work-related issues and City information; performs other duties as required or assigned.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

Bachelor's Degree in Accounting, Finance, Economics, Computer Science, Business Administration, or related field; AND Four years of progressively responsible energy account settlements and contract administration experience for a utility and high-level proficiency in the use of computers with an emphasis in Excel (e.g., Pivot tables) spreadsheets, charts, and graphs.

Knowledge of:

- City organization, operations, policies, and procedures.
- Contract principles, structure, and purpose.
- Electric system principles and theory, including Integrated Resource Planning activities.
- Basic principles and operations of power generation and the natural gas and electric markets.
- Principles and procedures of record keeping and technical file maintenance.
- Familiarity with power settlement software applications (e.g., SettleCore) and energy settlements process.
- Pertinent Federal, State, and local policies, procedures, laws, and regulations related to power resources.
- California ISO power system operations principles and power and transmission scheduling.
- Electric and Gas utility operations.

Skill in:

- Strong computer skills utilizing standard and specialized software and Excel spreadsheets.
- Establishing and maintaining cooperative working relationships with co-workers.
- Performing work with accuracy and attention to detail.
- Training, assigning, and reviewing the work of designated staff.
- Ability to work effectively and collaboratively in a team environment.
- Following verbal and written instructions and procedures.
- Researching, collecting, analyzing data, and generating reports.
- Assist in drafting contractual provisions related to settlement agreements.
- Assisting in the formulation of recommended course of action based on data analysis and findings.
- Communicating clearly, concisely, and effectively, both orally and in writing.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment.

RESOLUTION NO. 2022-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON AMENDING EXHIBITS A AND C OF THE CLASSIFICATION AND COMPENSATION PLAN ADOPTED BY RESOLUTION NO. 2022-29 ADDING NEW CLASSIFICATIONS AND ASSOCIATED SALARY RANGES FOR PAYROLL ANALYST AND POWER RESOURCES SETTLEMENT ANALYST, SENIOR; DELETING THE CLASSIFICATION OF PAYROLL SPECIALIST, SENIOR; AND INCORPORATING COST OF LIVING ADJUSTMENTS FOR CLASSIFICATIONS REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 47

SECTION 1. Recitals.

A. On July 19, 2022, the City Council adopted Resolution No. 2022-29 adopting the Classification and Compensation Plan in accordance with Government Code Section 20636(b)(1).

B. Based on review of operational and staffing needs during the Fiscal Year 2022-2023 budget adoption, two new classifications and associated salary ranges for the positions of Payroll Analyst and Power Resources Settlement Analyst, Senior, and incorporating Cost of Living Adjustments for classifications represented by the International Brotherhood of Electrical Workers (IBEW) Local 47 are necessary in the Departments of Finance and Public Utilities.

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

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

SECTION 3. The Classification and Compensation Plan adopted by Resolution No. 2022-29, is hereby amended to add new classifications and associated compensation for the positions of Payroll Analyst and Power Resources Settlement Analyst, Senior; and effective July 31, 2022, incorporating Cost of Living Adjustments for classifications represented by the International Brotherhood of Electrical Workers Local 47; and deleting the position of Payroll Specialist, Senior, as shown in Exhibit A of this Resolution and referred to as Exhibits A and C of the City's Classification and Compensation Plan.

/ / /

/ / /

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

APPROVED AND ADOPTED this 2nd day of August, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, City Attorney



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8050	Metering Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2022-2023
Effective August 2, 2022
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL		{a} MONTHLY		HOURLY	PAY PERIOD
CITY COUNCIL										
1025	Council Member	E	O	01	\$	30,764	\$	2,564	N/A	\$ 1,183.23
1030	Mayor	E	O	01	\$	30,764	\$	2,564	N/A	\$ 1,183.23
Information Technology Division										
1625	Information Technology Analyst	NE	C	26						
	Step 1				\$	89,403	\$	7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$	93,873	\$	7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$	98,567	\$	8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$	103,495	\$	8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$	108,670	\$	9,056	\$ 52.2452	\$ 4,179.62
1620	Information Technology Analyst, Senior	NE	C	30						
	Step 1				\$	108,670	\$	9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$	114,104	\$	9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$	119,809	\$	9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$	125,799	\$	10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$	132,089	\$	11,007	\$ 63.5043	\$ 5,080.35
1630	Information Technology Technician	NE	C	20						
	Step 1				\$	66,714	\$	5,560	\$ 32.0740	\$ 2,565.92
	Step 2				\$	70,050	\$	5,837	\$ 33.6778	\$ 2,694.22
	Step 3				\$	73,552	\$	6,129	\$ 35.3616	\$ 2,828.93
	Step 4				\$	77,230	\$	6,436	\$ 37.1297	\$ 2,970.38
	Step 5				\$	81,091	\$	6,758	\$ 38.9862	\$ 3,118.90
CITY ATTORNEY'S OFFICE										
1507	Executive Legal Secretary	NE	C	23						
	Step 1				\$	77,230	\$	6,436	\$ 37.1297	\$ 2,970.38
	Step 2				\$	81,091	\$	6,758	\$ 38.9862	\$ 3,118.90
	Step 3				\$	85,146	\$	7,095	\$ 40.9355	\$ 3,274.84
	Step 4				\$	89,403	\$	7,450	\$ 42.9823	\$ 3,438.58
	Step 5				\$	93,873	\$	7,823	\$ 45.1314	\$ 3,610.51
1495	Legal Administrative Analyst	NE	C	26						
	Step 1				\$	89,403	\$	7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$	93,873	\$	7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$	98,567	\$	8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$	103,495	\$	8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$	108,670	\$	9,056	\$ 52.2452	\$ 4,179.62



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2022-2023
Effective August 2, 2022
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY CLERK DEPARTMENT								
1320	Records Management Assistant	NE	C	20				
	Step 1				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 2				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
	Step 3				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 4				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 5				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
ADMINISTRATIVE AND CLERICAL GROUP								
1532	Administrative Aide	NE	U	T11				
	Step 1				\$ 43,004	\$ 3,584	\$ 20.6752	\$ 1,654.02
	Step 2				\$ 45,155	\$ 3,763	\$ 21.7090	\$ 1,736.72
	Step 3				\$ 47,412	\$ 3,951	\$ 22.7944	\$ 1,823.55
	Step 4				\$ 49,783	\$ 4,149	\$ 23.9341	\$ 1,914.73
	Step 5				\$ 52,272	\$ 4,356	\$ 25.1308	\$ 2,010.47
1530	Administrative Assistant, (Confidential)	NE	C	13				
	Step 1				\$ 47,412	\$ 3,951	\$ 22.7944	\$ 1,823.55
	Step 2				\$ 49,783	\$ 4,149	\$ 23.9341	\$ 1,914.73
	Step 3				\$ 52,272	\$ 4,356	\$ 25.1308	\$ 2,010.47
	Step 4				\$ 54,886	\$ 4,574	\$ 26.3874	\$ 2,110.99
	Step 5				\$ 57,630	\$ 4,803	\$ 27.7067	\$ 2,216.54
1520	Administrative Assistant, Senior (Confidential)	NE	C	17				
	Step 1				\$ 57,630	\$ 4,803	\$ 27.7067	\$ 2,216.54
	Step 2				\$ 60,512	\$ 5,043	\$ 29.0921	\$ 2,327.37
	Step 3				\$ 63,537	\$ 5,295	\$ 30.5467	\$ 2,443.74
	Step 4				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 5				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
1510	Administrative Secretary	NE	C	20				
	Step 1				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 2				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
	Step 3				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 4				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 5				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
1500	Executive Assistant to the City Administrator	NE	C	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2022-2023
Effective August 2, 2022
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
1490	Administrative Analyst	NE	C	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
1535	Administrative Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
FINANCE DEPARTMENT								
1240	Accountant	NE	C	22				
	Step 1				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 2				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 3				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 4				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 5				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
1230	Accountant, Senior	NE	C	27				
	Step 1				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 2				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 3				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 4				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 5				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
1239	Payroll Analyst	NE	C	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
1245	Payroll Specialist	NE	C	19				
	Step 1				\$ 63,537	\$ 5,295	\$ 30.5467	\$ 2,443.74
	Step 2				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 3				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
	Step 4				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 5				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8050	Metering Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 2				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 3				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 4				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 5				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 2				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 3				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 4				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 5				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
8375	Field Operator I	NE	I	25				
	Step 1				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 2				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 3				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 4				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 5				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
8370	Field Operator II	NE	I	27				
	Step 1				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 2				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 3				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 4				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 5				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
8360	Instrument & Controls Technician	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8357	Instrument & Controls Technician, Lead	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 2				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 3				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 4				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 5				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 2				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 3				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 4				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 5				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 2				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 3				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 4				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
	Step 5				\$ 168,583	\$ 14,049	\$ 81.0494	\$ 6,483.95



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 2				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 3				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 4				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 5				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
8415	Resource Planner	NE	I	35				
	Step 1				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 2				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 3				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 4				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
	Step 5				\$ 168,583	\$ 14,049	\$ 81.0494	\$ 6,483.95
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08

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



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials and Unclassified
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY COUNCIL								
1025	Council Member	E	O	01	\$ 31,687	\$ 2,641	N/A	\$ 1,218.73
1030	Mayor	E	O	01	\$ 31,687	\$ 2,641	N/A	\$ 1,218.73
Information Technology Division								
1625	Information Technology Analyst	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
1620	Information Technology Analyst, Senior	NE	C	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
1630	Information Technology Technician	NE	C	20				
	Step 1				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 2				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 3				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 4				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 5				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
CITY ATTORNEY'S OFFICE								
1507	Executive Legal Secretary	NE	C	23				
	Step 1				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 2				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 3				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 4				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 5				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
1495	Legal Administrative Analyst	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials and Unclassified
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY CLERK DEPARTMENT								
1320	Records Management Assistant	NE	C	20				
	Step 1				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 2				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 3				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 4				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 5				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
ADMINISTRATIVE AND CLERICAL GROUP								
1532	Administrative Aide	NE	U	T11				
	Step 1				\$ 44,294	\$ 3,691	\$ 21.2954	\$ 1,703.63
	Step 2				\$ 46,509	\$ 3,876	\$ 22.3602	\$ 1,788.81
	Step 3				\$ 48,835	\$ 4,070	\$ 23.4782	\$ 1,878.25
	Step 4				\$ 51,276	\$ 4,273	\$ 24.6521	\$ 1,972.17
	Step 5				\$ 53,840	\$ 4,487	\$ 25.8847	\$ 2,070.78
1530	Administrative Assistant, (Confidential)	NE	C	13				
	Step 1				\$ 48,835	\$ 4,070	\$ 23.4782	\$ 1,878.25
	Step 2				\$ 51,276	\$ 4,273	\$ 24.6521	\$ 1,972.17
	Step 3				\$ 53,840	\$ 4,487	\$ 25.8847	\$ 2,070.78
	Step 4				\$ 56,532	\$ 4,711	\$ 27.1789	\$ 2,174.31
	Step 5				\$ 59,359	\$ 4,947	\$ 28.5378	\$ 2,283.03
1520	Administrative Assistant, Senior (Confidential)	NE	C	17				
	Step 1				\$ 59,359	\$ 4,947	\$ 28.5378	\$ 2,283.03
	Step 2				\$ 62,327	\$ 5,194	\$ 29.9648	\$ 2,397.18
	Step 3				\$ 65,443	\$ 5,454	\$ 31.4630	\$ 2,517.04
	Step 4				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 5				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
1510	Administrative Secretary	NE	C	20				
	Step 1				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 2				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 3				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 4				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 5				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
1500	Executive Assistant to the City Administrator	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials and Unclassified
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
1490	Administrative Analyst	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
1535	Administrative Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
FINANCE DEPARTMENT								
1240	Accountant	NE	C	22				
	Step 1				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 2				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 3				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 4				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 5				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
1230	Accountant, Senior	NE	C	27				
	Step 1				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 2				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 3				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 4				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 5				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
1239	Payroll Analyst	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
1245	Payroll Specialist	NE	C	19				
	Step 1				\$ 65,443	\$ 5,454	\$ 31.4630	\$ 2,517.04
	Step 2				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 3				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 4				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 5				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials and Unclassified
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
HEALTH AND ENVIRONMENTAL CONTROL DEPARTMENT								
2022	Environmental Specialist, Temporary	NE	U	T26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 6				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 7				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 8				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
2045	Environmental Health Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
HUMAN RESOURCES DEPARTMENT								
1425	Human Resources Assistant	NE	C	17				
	Step 1				\$ 59,359	\$ 4,947	\$ 28.5378	\$ 2,283.03
	Step 2				\$ 62,327	\$ 5,194	\$ 29.9648	\$ 2,397.18
	Step 3				\$ 65,443	\$ 5,454	\$ 31.4630	\$ 2,517.04
	Step 4				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 5				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
POLICE DEPARTMENT								
4035	Police Officer Recruit	NE	U	20				
	Step 1				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 2				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 3				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 4				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 5				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
4145	Reserve Police Officer	NE	U	Stipend				
	Step 1				\$ 3,600			
PUBLIC UTILITIES DEPARTMENT								
8612	Utilities Strategic Planning Coordinator	NE	C	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8050	Metering Technician	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 2				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 3				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 4				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 5				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 2				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 3				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 4				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 5				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
8375	Field Operator I	NE	I	25				
	Step 1				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 2				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 3				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 4				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 5				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
8370	Field Operator II	NE	I	27				
	Step 1				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 2				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 3				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 4				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 5				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
8360	Instrument & Controls Technician	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8357	Instrument & Controls Technician, Lead	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 2				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 3				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 4				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 5				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 2				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 3				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 4				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 5				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 2				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 3				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 4				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
	Step 5				\$ 173,640	\$ 14,470	\$ 83.4808	\$ 6,678.47



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 2				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 3				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 4				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 5				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
8415	Resource Planner	NE	I	35				
	Step 1				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 2				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 3				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 4				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
	Step 5				\$ 173,640	\$ 14,470	\$ 83.4808	\$ 6,678.47
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11

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



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY COUNCIL								
1025	Council Member	E	O	01	\$ 32,637	\$ 2,720	N/A	\$ 1,255.29
1030	Mayor	E	O	01	\$ 32,637	\$ 2,720	N/A	\$ 1,255.29
Information Technology Division								
1625	Information Technology Analyst	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
1620	Information Technology Analyst, Senior	NE	C	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
1630	Information Technology Technician	NE	C	20				
	Step 1				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 2				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 3				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 4				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 5				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
CITY ATTORNEY'S OFFICE								
1507	Executive Legal Secretary	NE	C	23				
	Step 1				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 2				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 3				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 4				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 5				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
1495	Legal Administrative Analyst	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY CLERK DEPARTMENT								
1320	Records Management Assistant	NE	C	20				
	Step 1				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 2				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 3				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 4				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 5				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
ADMINISTRATIVE AND CLERICAL GROUP								
1532	Administrative Aide	NE	U	T11				
	Step 1				\$ 45,623	\$ 3,802	\$ 21.9342	\$ 1,754.74
	Step 2				\$ 47,904	\$ 3,992	\$ 23.0309	\$ 1,842.48
	Step 3				\$ 50,300	\$ 4,192	\$ 24.1825	\$ 1,934.60
	Step 4				\$ 52,815	\$ 4,401	\$ 25.3916	\$ 2,031.33
	Step 5				\$ 55,455	\$ 4,621	\$ 26.6612	\$ 2,132.89
1530	Administrative Assistant, (Confidential)	NE	C	13				
	Step 1				\$ 50,300	\$ 4,192	\$ 24.1825	\$ 1,934.60
	Step 2				\$ 52,815	\$ 4,401	\$ 25.3916	\$ 2,031.33
	Step 3				\$ 55,455	\$ 4,621	\$ 26.6612	\$ 2,132.89
	Step 4				\$ 58,228	\$ 4,852	\$ 27.9942	\$ 2,239.54
	Step 5				\$ 61,139	\$ 5,095	\$ 29.3939	\$ 2,351.52
1520	Administrative Assistant, Senior (Confidential)	NE	C	17				
	Step 1				\$ 61,139	\$ 5,095	\$ 29.3939	\$ 2,351.52
	Step 2				\$ 64,196	\$ 5,350	\$ 30.8637	\$ 2,469.09
	Step 3				\$ 67,406	\$ 5,617	\$ 32.4069	\$ 2,592.55
	Step 4				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 5				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
1510	Administrative Secretary	NE	C	20				
	Step 1				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 2				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 3				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 4				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 5				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
1500	Executive Assistant to the City Administrator	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
1490	Administrative Analyst	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
1535	Administrative Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
FINANCE DEPARTMENT								
1240	Accountant	NE	C	22				
	Step 1				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 2				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 3				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 4				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 5				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
1230	Accountant, Senior	NE	C	27				
	Step 1				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 2				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 3				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 4				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 5				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
1239	Payroll Analyst	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
1245	Payroll Specialist	NE	C	19				
	Step 1				\$ 67,406	\$ 5,617	\$ 32.4069	\$ 2,592.55
	Step 2				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 3				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 4				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 5				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
HEALTH AND ENVIRONMENTAL CONTROL DEPARTMENT								
2022	Environmental Specialist, Temporary	NE	U	T26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 6				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 7				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 8				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
2045	Environmental Health Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
HUMAN RESOURCES DEPARTMENT								
1425	Human Resources Assistant	NE	C	17				
	Step 1				\$ 61,139	\$ 5,095	\$ 29.3939	\$ 2,351.52
	Step 2				\$ 64,196	\$ 5,350	\$ 30.8637	\$ 2,469.09
	Step 3				\$ 67,406	\$ 5,617	\$ 32.4069	\$ 2,592.55
	Step 4				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 5				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
POLICE DEPARTMENT								
4035	Police Officer Recruit	NE	U	20				
	Step 1				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 2				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 3				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 4				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 5				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
4145	Reserve Police Officer	NE	U	Stipend				
	Step 1				\$ 3,600			
PUBLIC UTILITIES DEPARTMENT								
8612	Utilities Strategic Planning Coordinator	NE	C	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8050	Metering Technician	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 2				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 3				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 4				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 5				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 2				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 3				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 4				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 5				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
8375	Field Operator I	NE	I	25				
	Step 1				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 2				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 3				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 4				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 5				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
8370	Field Operator II	NE	I	27				
	Step 1				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 2				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 3				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 4				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 5				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
8360	Instrument and Controls Technician	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8357	Instrument and Controls Technician, Lead	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 2				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 3				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 4				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 5				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 2				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 3				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 4				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 5				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 2				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 3				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 4				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
	Step 5				\$ 178,849	\$ 14,904	\$ 85.9852	\$ 6,878.82



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 2				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 3				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 4				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 5				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
8415	Resource Planner	NE	I	35				
	Step 1				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 2				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 3				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 4				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
	Step 5				\$ 178,849	\$ 14,904	\$ 85.9852	\$ 6,878.82
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18

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



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2022-2023
Effective August 2, 2022
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL		{a} MONTHLY		HOURLY	PAY PERIOD
CITY COUNCIL										
1025	Council Member	E	O	01	\$	30,764	\$	2,564	N/A	\$ 1,183.23
1030	Mayor	E	O	01	\$	30,764	\$	2,564	N/A	\$ 1,183.23
Information Technology Division										
1625	Information Technology Analyst	NE	C	26						
	Step 1				\$	89,403	\$	7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$	93,873	\$	7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$	98,567	\$	8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$	103,495	\$	8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$	108,670	\$	9,056	\$ 52.2452	\$ 4,179.62
1620	Information Technology Analyst, Senior	NE	C	30						
	Step 1				\$	108,670	\$	9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$	114,104	\$	9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$	119,809	\$	9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$	125,799	\$	10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$	132,089	\$	11,007	\$ 63.5043	\$ 5,080.35
1630	Information Technology Technician	NE	C	20						
	Step 1				\$	66,714	\$	5,560	\$ 32.0740	\$ 2,565.92
	Step 2				\$	70,050	\$	5,837	\$ 33.6778	\$ 2,694.22
	Step 3				\$	73,552	\$	6,129	\$ 35.3616	\$ 2,828.93
	Step 4				\$	77,230	\$	6,436	\$ 37.1297	\$ 2,970.38
	Step 5				\$	81,091	\$	6,758	\$ 38.9862	\$ 3,118.90
CITY ATTORNEY'S OFFICE										
1507	Executive Legal Secretary	NE	C	23						
	Step 1				\$	77,230	\$	6,436	\$ 37.1297	\$ 2,970.38
	Step 2				\$	81,091	\$	6,758	\$ 38.9862	\$ 3,118.90
	Step 3				\$	85,146	\$	7,095	\$ 40.9355	\$ 3,274.84
	Step 4				\$	89,403	\$	7,450	\$ 42.9823	\$ 3,438.58
	Step 5				\$	93,873	\$	7,823	\$ 45.1314	\$ 3,610.51
1495	Legal Administrative Analyst	NE	C	26						
	Step 1				\$	89,403	\$	7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$	93,873	\$	7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$	98,567	\$	8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$	103,495	\$	8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$	108,670	\$	9,056	\$ 52.2452	\$ 4,179.62



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2022-2023
Effective August 2, 2022
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY CLERK DEPARTMENT								
1320	Records Management Assistant	NE	C	20				
	Step 1				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 2				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
	Step 3				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 4				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 5				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
ADMINISTRATIVE AND CLERICAL GROUP								
1532	Administrative Aide	NE	U	T11				
	Step 1				\$ 43,004	\$ 3,584	\$ 20.6752	\$ 1,654.02
	Step 2				\$ 45,155	\$ 3,763	\$ 21.7090	\$ 1,736.72
	Step 3				\$ 47,412	\$ 3,951	\$ 22.7944	\$ 1,823.55
	Step 4				\$ 49,783	\$ 4,149	\$ 23.9341	\$ 1,914.73
	Step 5				\$ 52,272	\$ 4,356	\$ 25.1308	\$ 2,010.47
1530	Administrative Assistant, (Confidential)	NE	C	13				
	Step 1				\$ 47,412	\$ 3,951	\$ 22.7944	\$ 1,823.55
	Step 2				\$ 49,783	\$ 4,149	\$ 23.9341	\$ 1,914.73
	Step 3				\$ 52,272	\$ 4,356	\$ 25.1308	\$ 2,010.47
	Step 4				\$ 54,886	\$ 4,574	\$ 26.3874	\$ 2,110.99
	Step 5				\$ 57,630	\$ 4,803	\$ 27.7067	\$ 2,216.54
1520	Administrative Assistant, Senior (Confidential)	NE	C	17				
	Step 1				\$ 57,630	\$ 4,803	\$ 27.7067	\$ 2,216.54
	Step 2				\$ 60,512	\$ 5,043	\$ 29.0921	\$ 2,327.37
	Step 3				\$ 63,537	\$ 5,295	\$ 30.5467	\$ 2,443.74
	Step 4				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 5				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
1510	Administrative Secretary	NE	C	20				
	Step 1				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 2				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
	Step 3				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 4				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 5				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
1500	Executive Assistant to the City Administrator	NE	C	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2022-2023
Effective August 2, 2022
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
1490	Administrative Analyst	NE	C	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
1535	Administrative Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
FINANCE DEPARTMENT								
1240	Accountant	NE	C	22				
	Step 1				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 2				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 3				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 4				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 5				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
1230	Accountant, Senior	NE	C	27				
	Step 1				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 2				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 3				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 4				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 5				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
1239	Payroll Analyst	NE	C	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
1245	Payroll Specialist	NE	C	19				
	Step 1				\$ 63,537	\$ 5,295	\$ 30.5467	\$ 2,443.74
	Step 2				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 3				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
	Step 4				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 5				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
1242	Payroll Specialist, Senior	NE	C	20				
	Step 1				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 2				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
	Step 3				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 4				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 5				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2022-2023
Effective August 2, 2022
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
HEALTH AND ENVIRONMENTAL CONTROL DEPARTMENT								
2022	Environmental Specialist, Temporary	NE	U	T26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 6				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 7				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 8				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
2045	Environmental Health Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
HUMAN RESOURCES DEPARTMENT								
1425	Human Resources Assistant	NE	C	17				
	Step 1				\$ 57,630	\$ 4,803	\$ 27.7067	\$ 2,216.54
	Step 2				\$ 60,512	\$ 5,043	\$ 29.0921	\$ 2,327.37
	Step 3				\$ 63,537	\$ 5,295	\$ 30.5467	\$ 2,443.74
	Step 4				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 5				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
POLICE DEPARTMENT								
4035	Police Officer Recruit	NE	U	20				
	Step 1				\$ 66,714	\$ 5,560	\$ 32.0740	\$ 2,565.92
	Step 2				\$ 70,050	\$ 5,837	\$ 33.6778	\$ 2,694.22
	Step 3				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 4				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 5				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
4145	Reserve Police Officer	NE	U	Stipend				
	Step 1				\$ 3,600			
PUBLIC UTILITIES DEPARTMENT								
8612	Utilities Strategic Planning Coordinator	NE	C	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8050	Metering Technician	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 2				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 3				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 4				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 5				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 2				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 3				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 4				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 5				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 2				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 3				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 4				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 5				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 2				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 3				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 4				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 5				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
8375	Field Operator I	NE	I	25				
	Step 1				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 2				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 3				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 4				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 5				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
8370	Field Operator II	NE	I	27				
	Step 1				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 2				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 3				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 4				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 5				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
8360	Instrument & Controls Technician	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8357	Instrument & Controls Technician, Lead	NE	I	31				
	Step 1				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 2				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 3				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 4				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 5				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 73,552	\$ 6,129	\$ 35.3616	\$ 2,828.93
	Step 2				\$ 77,230	\$ 6,436	\$ 37.1297	\$ 2,970.38
	Step 3				\$ 81,091	\$ 6,758	\$ 38.9862	\$ 3,118.90
	Step 4				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 5				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 85,146	\$ 7,095	\$ 40.9355	\$ 3,274.84
	Step 2				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 3				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 4				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 5				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 2				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 3				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 4				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
	Step 5				\$ 168,583	\$ 14,049	\$ 81.0494	\$ 6,483.95



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 89,403	\$ 7,450	\$ 42.9823	\$ 3,438.58
	Step 2				\$ 93,873	\$ 7,823	\$ 45.1314	\$ 3,610.51
	Step 3				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 4				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 5				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 98,567	\$ 8,214	\$ 47.3879	\$ 3,791.04
	Step 2				\$ 103,495	\$ 8,625	\$ 49.7574	\$ 3,980.59
	Step 3				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 4				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 5				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2022-2023
Effective July 31, 2022
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 108,670	\$ 9,056	\$ 52.2452	\$ 4,179.62
	Step 2				\$ 114,104	\$ 9,509	\$ 54.8575	\$ 4,388.60
	Step 3				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 4				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 5				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 2				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 3				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 4				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 5				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
8415	Resource Planner	NE	I	35				
	Step 1				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 2				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08
	Step 3				\$ 152,910	\$ 12,742	\$ 73.5142	\$ 5,881.14
	Step 4				\$ 160,555	\$ 13,380	\$ 77.1899	\$ 6,175.19
	Step 5				\$ 168,583	\$ 14,049	\$ 81.0494	\$ 6,483.95
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 119,809	\$ 9,984	\$ 57.6003	\$ 4,608.03
	Step 2				\$ 125,799	\$ 10,483	\$ 60.4803	\$ 4,838.43
	Step 3				\$ 132,089	\$ 11,007	\$ 63.5043	\$ 5,080.35
	Step 4				\$ 138,693	\$ 11,558	\$ 66.6796	\$ 5,334.36
	Step 5				\$ 145,628	\$ 12,136	\$ 70.0135	\$ 5,601.08

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



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials and Unclassified
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY COUNCIL								
1025	Council Member	E	O	01	\$ 31,687	\$ 2,641	N/A	\$ 1,218.73
1030	Mayor	E	O	01	\$ 31,687	\$ 2,641	N/A	\$ 1,218.73
Information Technology Division								
1625	Information Technology Analyst	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
1620	Information Technology Analyst, Senior	NE	C	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
1630	Information Technology Technician	NE	C	20				
	Step 1				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 2				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 3				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 4				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 5				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
CITY ATTORNEY'S OFFICE								
1507	Executive Legal Secretary	NE	C	23				
	Step 1				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 2				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 3				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 4				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 5				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
1495	Legal Administrative Analyst	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials and Unclassified
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY CLERK DEPARTMENT								
1320	Records Management Assistant	NE	C	20				
	Step 1				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 2				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 3				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 4				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 5				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
ADMINISTRATIVE AND CLERICAL GROUP								
1532	Administrative Aide	NE	U	T11				
	Step 1				\$ 44,294	\$ 3,691	\$ 21.2954	\$ 1,703.63
	Step 2				\$ 46,509	\$ 3,876	\$ 22.3602	\$ 1,788.81
	Step 3				\$ 48,835	\$ 4,070	\$ 23.4782	\$ 1,878.25
	Step 4				\$ 51,276	\$ 4,273	\$ 24.6521	\$ 1,972.17
	Step 5				\$ 53,840	\$ 4,487	\$ 25.8847	\$ 2,070.78
1530	Administrative Assistant, (Confidential)	NE	C	13				
	Step 1				\$ 48,835	\$ 4,070	\$ 23.4782	\$ 1,878.25
	Step 2				\$ 51,276	\$ 4,273	\$ 24.6521	\$ 1,972.17
	Step 3				\$ 53,840	\$ 4,487	\$ 25.8847	\$ 2,070.78
	Step 4				\$ 56,532	\$ 4,711	\$ 27.1789	\$ 2,174.31
	Step 5				\$ 59,359	\$ 4,947	\$ 28.5378	\$ 2,283.03
1520	Administrative Assistant, Senior (Confidential)	NE	C	17				
	Step 1				\$ 59,359	\$ 4,947	\$ 28.5378	\$ 2,283.03
	Step 2				\$ 62,327	\$ 5,194	\$ 29.9648	\$ 2,397.18
	Step 3				\$ 65,443	\$ 5,454	\$ 31.4630	\$ 2,517.04
	Step 4				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 5				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
1510	Administrative Secretary	NE	C	20				
	Step 1				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 2				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 3				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 4				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 5				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
1500	Executive Assistant to the City Administrator	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials and Unclassified
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
1490	Administrative Analyst	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
1535	Administrative Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
FINANCE DEPARTMENT								
1240	Accountant	NE	C	22				
	Step 1				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 2				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 3				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 4				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 5				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
1230	Accountant, Senior	NE	C	27				
	Step 1				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 2				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 3				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 4				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 5				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
1239	Payroll Analyst	NE	C	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
1245	Payroll Specialist	NE	C	19				
	Step 1				\$ 65,443	\$ 5,454	\$ 31.4630	\$ 2,517.04
	Step 2				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 3				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 4				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 5				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials and Unclassified
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
HEALTH AND ENVIRONMENTAL CONTROL DEPARTMENT								
2022	Environmental Specialist, Temporary	NE	U	T26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 6				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 7				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 8				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
2045	Environmental Health Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
HUMAN RESOURCES DEPARTMENT								
1425	Human Resources Assistant	NE	C	17				
	Step 1				\$ 59,359	\$ 4,947	\$ 28.5378	\$ 2,283.03
	Step 2				\$ 62,327	\$ 5,194	\$ 29.9648	\$ 2,397.18
	Step 3				\$ 65,443	\$ 5,454	\$ 31.4630	\$ 2,517.04
	Step 4				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 5				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
POLICE DEPARTMENT								
4035	Police Officer Recruit	NE	U	20				
	Step 1				\$ 68,715	\$ 5,726	\$ 33.0361	\$ 2,642.89
	Step 2				\$ 72,151	\$ 6,013	\$ 34.6879	\$ 2,775.03
	Step 3				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 4				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 5				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
4145	Reserve Police Officer	NE	U	Stipend				
	Step 1				\$ 3,600			
PUBLIC UTILITIES DEPARTMENT								
8612	Utilities Strategic Planning Coordinator	NE	C	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8050	Metering Technician	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 2				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 3				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 4				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 5				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 2				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 3				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 4				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 5				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 2				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 3				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 4				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 5				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 2				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 3				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 4				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 5				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
8375	Field Operator I	NE	I	25				
	Step 1				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 2				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 3				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 4				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 5				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
8370	Field Operator II	NE	I	27				
	Step 1				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 2				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 3				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 4				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 5				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
8360	Instrument & Controls Technician	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8357	Instrument & Controls Technician, Lead	NE	I	31				
	Step 1				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 2				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 3				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 4				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 5				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 75,758	\$ 6,313	\$ 36.4223	\$ 2,913.78
	Step 2				\$ 79,546	\$ 6,629	\$ 38.2434	\$ 3,059.47
	Step 3				\$ 83,524	\$ 6,960	\$ 40.1556	\$ 3,212.45
	Step 4				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 5				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 87,700	\$ 7,308	\$ 42.1634	\$ 3,373.07
	Step 2				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 3				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 4				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 5				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 2				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 3				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 4				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
	Step 5				\$ 173,640	\$ 14,470	\$ 83.4808	\$ 6,678.47



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 92,085	\$ 7,674	\$ 44.2716	\$ 3,541.73
	Step 2				\$ 96,689	\$ 8,057	\$ 46.4852	\$ 3,718.81
	Step 3				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 4				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 5				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 101,524	\$ 8,460	\$ 48.8094	\$ 3,904.75
	Step 2				\$ 106,600	\$ 8,883	\$ 51.2499	\$ 4,099.99
	Step 3				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 4				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 5				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2023-2024
Effective July 2, 2023
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 111,930	\$ 9,327	\$ 53.8124	\$ 4,305.00
	Step 2				\$ 117,526	\$ 9,794	\$ 56.5030	\$ 4,520.24
	Step 3				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 4				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 5				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 2				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 3				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 4				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 5				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
8415	Resource Planner	NE	I	35				
	Step 1				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 2				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11
	Step 3				\$ 157,497	\$ 13,125	\$ 75.7195	\$ 6,057.56
	Step 4				\$ 165,372	\$ 13,781	\$ 79.5055	\$ 6,360.44
	Step 5				\$ 173,640	\$ 14,470	\$ 83.4808	\$ 6,678.47
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 123,403	\$ 10,284	\$ 59.3282	\$ 4,746.25
	Step 2				\$ 129,573	\$ 10,798	\$ 62.2946	\$ 4,983.57
	Step 3				\$ 136,051	\$ 11,338	\$ 65.4093	\$ 5,232.75
	Step 4				\$ 142,854	\$ 11,905	\$ 68.6798	\$ 5,494.38
	Step 5				\$ 149,997	\$ 12,500	\$ 72.1138	\$ 5,769.11

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



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY COUNCIL								
1025	Council Member	E	O	01	\$ 32,637	\$ 2,720	N/A	\$ 1,255.29
1030	Mayor	E	O	01	\$ 32,637	\$ 2,720	N/A	\$ 1,255.29
Information Technology Division								
1625	Information Technology Analyst	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
1620	Information Technology Analyst, Senior	NE	C	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
1630	Information Technology Technician	NE	C	20				
	Step 1				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 2				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 3				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 4				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 5				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
CITY ATTORNEY'S OFFICE								
1507	Executive Legal Secretary	NE	C	23				
	Step 1				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 2				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 3				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 4				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 5				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
1495	Legal Administrative Analyst	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
CITY CLERK DEPARTMENT								
1320	Records Management Assistant	NE	C	20				
	Step 1				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 2				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 3				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 4				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 5				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
ADMINISTRATIVE AND CLERICAL GROUP								
1532	Administrative Aide	NE	U	T11				
	Step 1				\$ 45,623	\$ 3,802	\$ 21.9342	\$ 1,754.74
	Step 2				\$ 47,904	\$ 3,992	\$ 23.0309	\$ 1,842.48
	Step 3				\$ 50,300	\$ 4,192	\$ 24.1825	\$ 1,934.60
	Step 4				\$ 52,815	\$ 4,401	\$ 25.3916	\$ 2,031.33
	Step 5				\$ 55,455	\$ 4,621	\$ 26.6612	\$ 2,132.89
1530	Administrative Assistant, (Confidential)	NE	C	13				
	Step 1				\$ 50,300	\$ 4,192	\$ 24.1825	\$ 1,934.60
	Step 2				\$ 52,815	\$ 4,401	\$ 25.3916	\$ 2,031.33
	Step 3				\$ 55,455	\$ 4,621	\$ 26.6612	\$ 2,132.89
	Step 4				\$ 58,228	\$ 4,852	\$ 27.9942	\$ 2,239.54
	Step 5				\$ 61,139	\$ 5,095	\$ 29.3939	\$ 2,351.52
1520	Administrative Assistant, Senior (Confidential)	NE	C	17				
	Step 1				\$ 61,139	\$ 5,095	\$ 29.3939	\$ 2,351.52
	Step 2				\$ 64,196	\$ 5,350	\$ 30.8637	\$ 2,469.09
	Step 3				\$ 67,406	\$ 5,617	\$ 32.4069	\$ 2,592.55
	Step 4				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 5				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
1510	Administrative Secretary	NE	C	20				
	Step 1				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 2				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 3				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 4				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 5				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
1500	Executive Assistant to the City Administrator	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
1490	Administrative Analyst	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
1535	Administrative Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
FINANCE DEPARTMENT								
1240	Accountant	NE	C	22				
	Step 1				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 2				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 3				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 4				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 5				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
1230	Accountant, Senior	NE	C	27				
	Step 1				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 2				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 3				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 4				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 5				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
1239	Payroll Analyst	NE	C	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
1245	Payroll Specialist	NE	C	19				
	Step 1				\$ 67,406	\$ 5,617	\$ 32.4069	\$ 2,592.55
	Step 2				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 3				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 4				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 5				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26



City of Vernon
Classification and Compensation Plan
Confidential, Elected Officials, and Unclassified
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit A

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
HEALTH AND ENVIRONMENTAL CONTROL DEPARTMENT								
2022	Environmental Specialist, Temporary	NE	U	T26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 6				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 7				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 8				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
2045	Environmental Health Intern	NE	U	Hourly				
	Step 1						\$ 18.50	
HUMAN RESOURCES DEPARTMENT								
1425	Human Resources Assistant	NE	C	17				
	Step 1				\$ 61,139	\$ 5,095	\$ 29.3939	\$ 2,351.52
	Step 2				\$ 64,196	\$ 5,350	\$ 30.8637	\$ 2,469.09
	Step 3				\$ 67,406	\$ 5,617	\$ 32.4069	\$ 2,592.55
	Step 4				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 5				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
POLICE DEPARTMENT								
4035	Police Officer Recruit	NE	U	20				
	Step 1				\$ 70,777	\$ 5,898	\$ 34.0272	\$ 2,722.18
	Step 2				\$ 74,315	\$ 6,193	\$ 35.7286	\$ 2,858.28
	Step 3				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 4				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 5				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
4145	Reserve Police Officer	NE	U	Stipend				
	Step 1				\$ 3,600			
PUBLIC UTILITIES DEPARTMENT								
8612	Utilities Strategic Planning Coordinator	NE	C	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73

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



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
PUBLIC UTILITIES DEPARTMENT								
Electric Operations Division								
8035	Electric Operator	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8032	Electric Operator, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8055	Electrical Test Technician	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
8049	Electrical Test Technician, Lead	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
8053	Electrical Test Technician, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8050	Metering Technician	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8047	Metering Technician, Senior	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8045	Power Plant Operator	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8030	Utilities Dispatcher	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
8025	Utilities Dispatcher, Senior	NE	I	34				
	Step 1				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 2				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 3				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 4				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 5				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
8060	Utilities Operations Trainee	NE	I	23				
	Step 1				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 2				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 3				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 4				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 5				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
8031	Utilities Project Coordinator	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
Malburg Generation Station Division								
8353	Control Room Operator I	NE	I	29				
	Step 1				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 2				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 3				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 4				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 5				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8355	Control Room Operator II	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8340	Control Room Operator, Senior	NE	I	33				
	Step 1				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 2				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 3				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 4				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 5				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
8375	Field Operator I	NE	I	25				
	Step 1				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 2				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 3				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 4				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 5				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
8370	Field Operator II	NE	I	27				
	Step 1				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 2				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 3				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 4				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 5				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
8360	Instrument and Controls Technician	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8357	Instrument and Controls Technician, Lead	NE	I	31				
	Step 1				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 2				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 3				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 4				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 5				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
8390	Material Control Administrator	NE	I	22				
	Step 1				\$ 78,031	\$ 6,503	\$ 37.5150	\$ 3,001.20
	Step 2				\$ 81,933	\$ 6,828	\$ 39.3908	\$ 3,151.26
	Step 3				\$ 86,029	\$ 7,169	\$ 41.3603	\$ 3,308.82
	Step 4				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 5				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8365	Mechanic/Welder	NE	I	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
8350	Mechanic, Lead	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8345	Site Safety Administrator/Control Room Operator	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
Engineering Division (Public Utilities)								
8135	Electrical Engineering Technician	NE	I	25				
	Step 1				\$ 90,331	\$ 7,528	\$ 43.4283	\$ 3,474.27
	Step 2				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 3				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 4				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 5				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
8130	Associate Electrical Engineer	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8125	Electrical Engineer	NE	I	35				
	Step 1				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 2				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 3				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 4				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
	Step 5				\$ 178,849	\$ 14,904	\$ 85.9852	\$ 6,878.82



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
Gas Division								
8215	Gas Systems Specialist	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8212	Gas Systems Specialist, Lead	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
8220	Gas Systems Technician	NE	I	26				
	Step 1				\$ 94,848	\$ 7,904	\$ 45.5998	\$ 3,647.98
	Step 2				\$ 99,590	\$ 8,299	\$ 47.8798	\$ 3,830.38
	Step 3				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 4				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 5				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
Resource Planning and Scheduling Division								
8435	Assistant Resource Scheduler	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
8430	Associate Resource Scheduler	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8436	Power Resources Settlement Analyst	NE	I	28				
	Step 1				\$ 104,569	\$ 8,714	\$ 50.2738	\$ 4,021.90
	Step 2				\$ 109,798	\$ 9,150	\$ 52.7875	\$ 4,223.00
	Step 3				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 4				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 5				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65



City of Vernon
Classification and Compensation Plan
International Brotherhood of Electrical Workers (IBEW)
Fiscal Year: 2024-2025
Effective July 14, 2024
Exhibit C

CLASS CODE	OCCUPATIONAL JOB FAMILIES AND JOB CLASSES	FLSA	EMPLOYEE GROUP	PAY GRADE	{a} ANNUAL	{a} MONTHLY	HOURLY	PAY PERIOD
8431	Power Resources Settlement Analyst, Senior	NE	I	30				
	Step 1				\$ 115,288	\$ 9,607	\$ 55.4268	\$ 4,434.15
	Step 2				\$ 121,052	\$ 10,088	\$ 58.1982	\$ 4,655.86
	Step 3				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 4				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 5				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
8422	Principal Resource Scheduler/Trader	NE	I	34				
	Step 1				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 2				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 3				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 4				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 5				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
8415	Resource Planner	NE	I	35				
	Step 1				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 2				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18
	Step 3				\$ 162,222	\$ 13,518	\$ 77.9911	\$ 6,239.29
	Step 4				\$ 170,333	\$ 14,194	\$ 81.8907	\$ 6,551.25
	Step 5				\$ 178,849	\$ 14,904	\$ 85.9852	\$ 6,878.82
8420	Resource Scheduler	NE	I	32				
	Step 1				\$ 127,105	\$ 10,592	\$ 61.1081	\$ 4,888.65
	Step 2				\$ 133,460	\$ 11,122	\$ 64.1635	\$ 5,133.08
	Step 3				\$ 140,133	\$ 11,678	\$ 67.3716	\$ 5,389.73
	Step 4				\$ 147,140	\$ 12,262	\$ 70.7402	\$ 5,659.22
	Step 5				\$ 154,497	\$ 12,875	\$ 74.2772	\$ 5,942.18

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

City Council Agenda Item Report

Submitted by: Mark Aumentado
Submitting Department: Public Utilities
Meeting Date: August 2, 2022

SUBJECT

Construction Contract with J.D.M.L., Inc. dba Standard Industries for Pumping Plant Demolition and Site Improvements

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 including the demolition and removal of individual small structures, and involves negligible or no expansion of an existing use;
- B. Accept the bid from J.D.M.L., Inc. dba Standard Industries (Standard Industries) as the lowest responsive and responsible bidder and reject all other bids;
- C. Approve and authorize the City Administrator to execute a Construction Contract with Standard Industries in substantially the same form as submitted, in an amount not-to-exceed \$397,613 for Pumping Plant Demolition and Site Improvements; and
- D. Authorize a contingency amount of \$40,000 in the event of unforeseen changes in the project and grant authority to the City Administrator to issue Change Orders for an amount up to the contingency amount, if necessary.

Background:

Vernon Public Utilities (VPU) has recently completed a major rehabilitation at Well 20, located at 4755 District Boulevard. The property also sites two 500,000-gallon steel reservoirs and a pump house building. The reservoirs and pump house building are in disrepair and have become obsolete. They have not been in service for at least 30 years and have been disconnected from the potable water distribution system. Due to the lack of available space and the shape of the property, the City has not been able to utilize this space for anything other than its current capacity. In order to protect the recent investment into the property and prepare for future uses, VPU developed plans and specifications for the Pumping Plant Demolition and Site Improvements (Project). The scope includes demolishing the dilapidated structures, grading the property, and installing a more robust security perimeter fence system as this property backs onto the train tracks and has fallen victim to vandalism and theft in the recent past.

On June 2, 2022, the City Administrator authorized issuance of a Request for Bids (RFB) to seek bids from contractors for the Project. In accordance with Vernon Municipal Code (VMC) Section 3.32.120, the RFB was posted on the City's Planet Bids website and published in the local newspaper. Additionally, staff sent the RFB directly to five vendors. As a result of the outreach efforts, five bids were received and opened on the June 28, 2022 bid deadline. The calculated bid opening results are as follows:

- | | |
|---|-----------|
| 1. J.D.M.L., Inc. dba Standard Industries | \$397,613 |
| 2. MCM Construction, Inc. | \$498,243 |
| 3. VICON Enterprises, Inc. | \$499,200 |

- | | |
|---------------------------------------|------------|
| 4. American Integrated Services, Inc. | \$457,100* |
| 5. Canyon Springs Enterprises | \$485,000* |

Each bid was examined by a panel in which an evaluation of each bid was made based on cost and references.

*The bids received from American Integrated Services, Inc. and Canyon Springs Enterprises were deemed nonresponsive due to representatives not attending the mandatory pre-bid meeting held on June 15, 2022.

After further evaluation of the bid from J.D.M.L., Inc. dba Standard Industries (Standard Industries), their bid was deemed the lowest responsive and responsible bidder for the Project. Staff recommends City Council award the proposed construction contract with Standard Industries in the amount of \$397,613; recommends a contingency amount of \$40,000 in the event of unexpected changes in Project Conditions or to accommodate additional required work, for a potential total cost not to exceed \$437,613. Given the magnitude, scope and complexity of the Project, a contingency of ten percent (10%) of the total contract amount is within a typical range for the size and scope of the Project and will enable staff to authorize any necessary work to meet the Project objectives with minimal impact to the Project timeline. The Project is included in the Water System Revenue Bonds, 2020 Series A and will be funded with bond proceeds.

The proposed construction contract has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Sufficient funds for the construction contract are available in Water Fund Account No. 020.1084.900000.

Attachments:

- [1. Construction Contract with J.D.M.L., Inc. dba Standard Industries](#)

CONSTRUCTION CONTRACT BETWEEN
CITY AND CONTRACTOR

This Agreement is made and entered into at Vernon, California this ____ day of _____, 20 ____, by and between the CITY OF VERNON, a chartered municipal corporation (hereinafter "City") and J.D.M.L., Inc. dba Standard Industries, a California corporation (hereinafter "Contractor"), for construction of Pumping Plant Demolition and Site Improvements, City Contract No. LP-0737.

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 B – Special Provisions Specific for this Project
- E. Exhibit C – Equal Employment Opportunity Practices Provisions
- F. Notice Inviting Bids
- G. Instructions to Bidders
- H. Bid Forms
- I. Designation of Subcontractors
- J. Bidding Addenda Nos. 1

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:

Pumping Plant Demolition and Site
Improvements

City Contract No. LP-0737

4. TIME FOR PERFORMANCE

Contract Time. Contractor shall achieve Substantial Completion of the Work within one hundred (100) 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 sum of three hundred ninety-seven thousand six hundred and thirteen dollars (\$397,613), payable as set forth in the General Conditions ("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

J.D.M.L., Inc. dba Standard Industries:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

J.D.M.L., Inc. dba Standard Industries:

By: _____
An Authorized Signatory

Printed Name: _____

Title: _____

Date: _____

///

///

///

///

///

///

///

CITY OF VERNON:

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: Lisa Pope
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Zaynah N. Moussa
Title: 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 the Public Utilities Department 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. The actual direct costs paid by Contractor for Governmental Approvals and Utility Fees.
- 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. Except as otherwise provided in the Notice Inviting Bids, the Contractor shall apply for, obtain, and pay for all permits including, but not limited to, building or structure permits, plumbing system permits, mechanical system permits, electrical system permits, structural system permits, demolition permits, excavation permits, street use permits, driveway permits, sidewalk, curb, sewer, gutter, crosswalk, paving or other street work grading permits, street/utility use permits, OSHA permits, fire sprinkler permits, fence permits, blasting permits, landscaping/irrigation permits, and permits to demolish, remove, or make major alterations to any designated historic resource; inspections; and plan checks obtained after the Date of Commencement of the Work. The Notice Inviting Bids contains a list of permits and other Governmental Approvals and Utility Fees obtained and paid for by the City prior to the Date of Commencement; Contractor is responsible for obtaining all Governmental Approvals and

Utility Fees not listed in the Notice Inviting Bids.

- B. The City will reimburse Contractor monthly for the documented actual direct cost paid to governmental agencies or utilities for all Permit Fees according to the payment provisions of the Contract Documents after submission to the City of the Contractor's and/or Subcontractors' original receipts from the governmental entities or utilities ("Permit Fee Reimbursement"). Contractor shall deliver the original receipt to the City's Project Manager with each permit. All Permit Fees shall be separately itemized in each Application for Payment and copies of the receipt(s) and permit(s) must be attached. The Base Bid sum / Contract Sum shall include the cost of administration and coordination for all Governmental Approvals and Utility Fees.
- 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:

J.D.M.L., Inc. dba Standard Industries	
1905 Lirio Avenue	
Ventura, CA 93004	
Attention:	Nort Colborn
Phone:	(805) 643-6669

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.

City of Vernon	
Public Utilities Department	
4305 Santa Fe Avenue	
Vernon, CA 90058	
Attention:	Mark Aumentado, P.E.
Phone:	(323) 583-8811 ext. 309
E-mail:	maumentado@cityofvernon.org

- 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) 855-1087

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 hundred (100) 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 no 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 of 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.

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.

B. 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.

C. 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.

D. 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; [NOTE: PUBLIC ENTITIES ARE REQUIRED TO INCLUDE PROVISIONS IN PUBLIC WORKS CONTRACTS FOR TIMELY NOTIFICATION TO THE CONTRACTOR OF THE RECEIPT OF ANY THIRD PARTY CLAIM RELATED TO THE CONTRACT, PC C §9201(b).
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: _____
Todd Dusenberry, Acting General Manager of Public Utilities

By: _____
Zaynah N. Moussa, 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

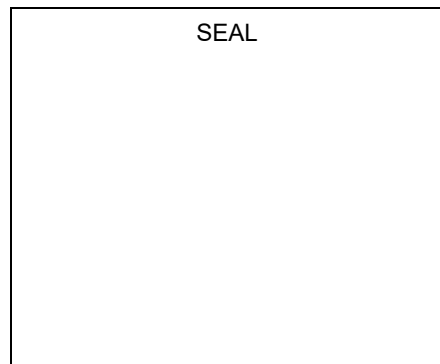


EXHIBIT A2

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)

_____, ("Principal"), a
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: _____
Todd Dusenberry, Acting General Manager of Public Utilities

By: _____
Zaynah N. Moussa, 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

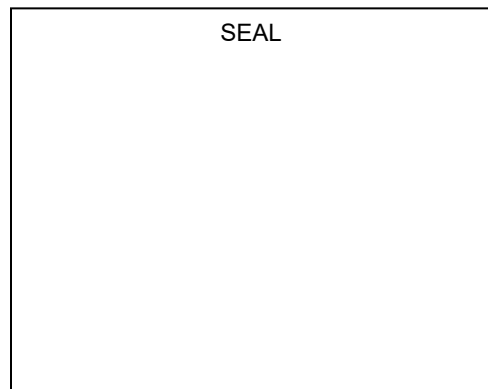


EXHIBIT A3

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)

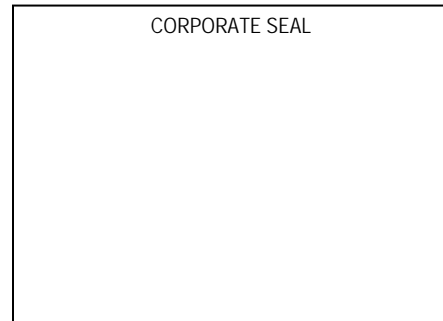
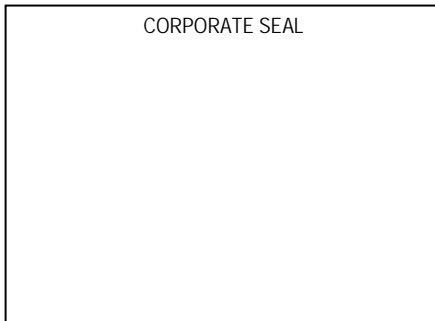
(Signature)

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: _____
Todd Dusenberry, Acting General Manager of Public Utilities

By: _____
Zaynah N. Moussa, 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.

E. **Builder’s Risk Insurance**

1. Builder’s Risk Insurance covering all real and personal property for “all risks” of loss or “comprehensive perils” coverage including but not limited to the perils of earth movement including earthquake and flood for all buildings, structures, fixtures, materials, supplies, machinery and equipment to be used in or incidental to the construction at the site, off site, or in transit, for the full replacement value of such properties. Coverage shall be included for property of others in the care, custody or control of the insured for which any insured may be liable. The City will purchase a builder’s risk policy for the Project instead of a contractor purchased policy. Bidder should not include cost for this coverage in his/her bid.

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 Public Works 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
Vernon Public Utilities

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

Structure Demolition and Site Improvements

B-1.0 General

Part 2 will involve demolition of the two 500,000 gallon steel reservoirs and foundations, pump house building and foundation, and miscellaneous above ground piping located at 4755 District Blvd. Underground piping shall be appropriately capped and abandoned in place unless otherwise noted. The reservoirs and pump house were constructed in the 1950's and have not been in operation for decades. Additionally, Work will include restoration of the subbase underneath the removed structures, removal of the existing chain-link fence around the perimeter of the site, and installation of a new perimeter fence system and gate.

B-1.1 Site Security, Facility Protection, and Access

During all construction activities, the Contractor shall be responsible for maintaining site security. The project site is an active well facility and must remain in operation for the duration of the project. The well head, chlorine building, motor control enclosure, and transformer pad must be always protected. Sodium hypochlorite is stored and delivered to the site in regular intervals. Additionally, City staff must retain access to complete routine tasks associated with the operation of the well.

B-2.0 Lead and Asbestos

The City has performed a Lead and Asbestos Survey, attached here as Attachment 1. It shall be responsibility of the Contractor to appropriately remove and dispose of any materials containing either asbestos or lead he/she encounters during the demolition.

B-2.1 Demolition and Site Improvement Plans

Demolition and Site Improvement Plans are attached here as Attachment 2

B-2.3 Grading and Site Improvement Plan

Grading and Improvement Plans are attached here as Attachment 3.

B-3.0 Ownership of Materials

Waste materials removed or otherwise demolished from the site become property of the Contractor. It is the Contractor's responsibility to dispose of materials safely and appropriately.

B-4.0 Structure Demolition Plan by Contractor

Before any demolition work begins, the Contractor must submit a demolition plan describing the actions and processes he/she will take to safely complete the Work. The City shall provide comments within two weeks of submittal. If approved, the Contractor may proceed with the plan. Otherwise, the Contractor shall review City comments and resubmit their plan. **NO EXPLOSIVES shall be allowed for this project.**

Attachment 1
Lead and Asbestos Survey



AMBIENT ENVIRONMENTAL, INC.
Consulting/Engineering/Remediation
www.ambientenvinc.com

CONFIDENTIAL AND PRIVILEGED

**ASBESTOS/LEAD
SURVEY**

For the Property located at:

4755 District Blvd.
Vernon, California

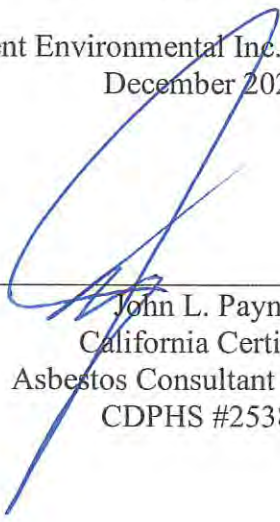
Prepared for:

City of Vernon
4305 Santa Fe Avenue
Vernon, California 90058
Attn: Mark Aumentado P.E. Assistant Civil engineer

Prepared by:

Ambient Environmental Inc.
400 North Princland Court Suite-3
Corona, California 92879

Ambient Environmental Inc. Project 21-1572
December 2021



John L. Payne
California Certified
Asbestos Consultant #93-1226
CDPHS #25387

TABLE OF CONTENTS

1.0	EXECUTIVE SUMMARY
2.0	SURVEY PROCEDURES
3.0	ASBESTOS BULK SAMPLING PROCEDURES
4.0	X-RAY FLOURESCENCE SAMPLING PROCEDURES FOR LEAD-BASED PAINT
5.0	POSITIVE ASBESTOS SAMPLE RESULTS AND LOCATIONS
6.0	NEGATIVE ASBESTOS SAMPLE RESULTS AND LOCATIONS
7.0	LEAD-BASED PAINT READING RESULTS AND LOCATIONS
8.0	DISCLAIMER

APPENDIX A	ASBESTOS CHAIN OF CUSTODY AND BULK SAMPLE LOG
APPENDIX B	ASBESTOS LABORATORY CERTIFICATES OF ANALYSIS
APPENDIX C	SITE DRAWING WITH SAMPLE LOCATION
APPENDIX D	CERTIFICATIONS

1.0 EXECUTIVE SUMMARY

Ambient Environmental Inc. was retained by the City of Vernon to perform a survey for the property located at: 4755 District Blvd. in Vernon, California. The survey was performed on December 8, 2021 by Mr. John L. Payne a California Certified Asbestos Consultant #93-1226 a United States Environmental Protection Agency (USEPA) certified asbestos building inspector and a California Department of Public Health Services (CDPHS) #25387 Certified Lead Sampling Technician.

The property consists of water pumping plant with two steel water tanks and a single story pump house. The pump house is constructed on a concrete foundation with exterior walls covered with stucco extending up to the roof level. Interior walls and ceilings are covered with plaster. Floors are exposed concrete. Roof is covered with typical composite roofing and associated mastic.

The purpose of the survey was to locate and identify accessible interior suspect building materials for asbestos and painted/coated building components for lead prior to any construction activities, renovation, demolition or any other activity that will involve the disturbance to building materials. Once a visual inspection was performed, representative asbestos bulk samples were obtained from each homogenous building material and representative X-Ray Fluorescence (XRF) readings were obtained from building component.

Once the visual inspection was performed for asbestos, representative bulk samples were obtained from each accessible homogeneous building material. Homogeneous building materials are defined as building materials that are uniform in texture, construction or application date and general appearance. Also, each homogeneous building material was divided into three main categories: Surfacing Materials, Thermal System Insulation and Miscellaneous Materials. The sample location, building material type, friability and condition of building materials were also documented.

Asbestos bulk sampling was obtained in accordance with the USEPA established guidelines document, "Guidance for Controlling Asbestos-Containing Materials in Buildings" (USEPA 560/5-85-024, 1985) and USEPA 40 CFR Part 763.86 "Asbestos-Containing Materials in Schools, Final Rule" (AHERA). Each bulk sample was analyzed for asbestos content by Polarized Light Microscopy (PLM) Method EPA - 600/R-93-116 Visual Area Estimation.

Once the lead visual inspection was performed, suspect accessible painted/coated building components were categorized into homogeneous sample areas. Homogeneous sample areas are defined as areas in which suspect painted building components are uniform in color, texture, application date and general appearance. Representative XRF lead readings were obtained from each homogeneous sample area. Each XRF reading and condition of paint was also documented during the survey.

All accessible interior and exterior areas were visually inspected. Any building materials or component not identified in this report may be present within hidden and/or concealed areas or outside the scope of work.

City of Vernon
4755 District Blvd.
Vernon, CA

Laboratory analysis revealed detectable levels of asbestos above 0.1 % asbestos or assumed asbestos in the following building materials:

- Exterior Window Putty
- Roof Mastic
- Water Tank Hatch Gasket

XRF Readings revealed detectable levels of lead greater than 0.06 mg/cm² or 600 parts per million (ppm) of lead in accordance with Title 8 CCR Section 1532.1 in the following building components:

- There was no lead detected above 0.06 mg/cm² or 600 ppm in any of the building components sampled during the survey

Locations and conditions of building materials or components assessed and sampled can be found in the Material Inventory (Tables).

2.0 SURVEY PROCEDURES

Ambient Environmental Inc. performed a survey to locate and identify suspect accessible interior and exterior building materials and components for detectable levels of asbestos and lead prior to any construction activities, renovation, demolition or any other activity that will involve the disturbance to building materials. All accessible areas within the scope of work were surveyed for asbestos and lead. Building materials or components not identified in this report may be present within hidden or concealed areas of the building or outside the scope of work.

Building material identification was performed by entering each accessible functional space, assessing all structural/mechanical building materials and architectural finishes. The physical condition, friability, accessibility, activity and damage of suspect building materials were also assessed and documented.

Painted/coated building components were identified by entering each accessible functional space and assessing all structural/mechanical building components and architectural finishes. The physical condition, accessibility, activity and damage of paint/coating were also assessed and documented. The following procedures were performed during the survey:

- A visual assessment to identify the location, type and quantity of building materials and components.
- Obtain representative bulk samples from suspect building materials for asbestos.
- Obtain representative XRF reading from suspected building components for lead.
- Analyzed asbestos samples by an independent accredited laboratory for the presence of asbestos by PLM.
- Present all survey results in a written report including recommendations, locations, quantities and laboratory results.

All findings, recommendations, and analytical data presented in this report are based on the information (assessment, sampling data and readings) obtained by our inspector during the survey.

3.0 ASBESTOS BULK SAMPLING PROCEDURES

Each accessible suspect building material identified during the visual survey was sampled in accordance with sampling guidelines established by the USEPA. The following summarizes the sampling procedures utilized.

- Building materials were categorized into homogeneous building materials¹.
- A random sampling scheme was developed based upon the location and quantities of the various homogeneous building materials².
- Bulk samples were collected by extracting a representative section of each selected building material, placing the selected building material into a sampling container and assigning a unique sample number to each sample. The samples were then placed into a sealed shipping container for delivery to an accredited laboratory for analysis by PLM³.
- Each building materials was also categorized into friable and non-friable materials⁴.
- Personnel performed proper decontamination procedures to prevent the spread of secondary contamination.
- Each bulk sample was recorded on a bulk sample log and possession of the samples was tracked by a chain of custody record.
- The physical condition, friability, accessibility, activity and damage of building materials were also assessed and documented.

The reported laboratory results in this report are a visual estimate by area of asbestos concentration. Results for heterogeneous samples examined by component are reported as a composite. The lower limit of reliable detection for this method is 1%. Samples which contain more than 1% asbestos are reported in 5% ranges. Samples which contain asbestos in a concentration lower than the limit of reliable detection (<1%) are "Trace."

All bulk samples were submitted to SGS/Forensic Analytical located at: 20535 South Belshaw Avenue in Carson, California (310) 763-2374. SGS/Forensic Analytical is accredited by the American Industrial Hygiene Association (AIHA), National Voluntary Laboratory Accreditation Program (NVLAP #101459-0), National Institute of Standards and Testing (NIST), and is a successful participant in the Proficiency Analytical Testing Program (PAT). All findings, recommendations, and analytical data presented in this report are based on the information (assessment and sampling data) obtained by our inspector during the survey.

¹Homogeneous building materials are defined as building materials that are uniform in texture, construction or application date and general appearance.

²A random sampling grid was utilized for sample collection of each building material as described in the EPA guidance document, Asbestos in Building: Simplified Sampling Scheme for Friable Surfacing Materials (EPA 560/5-85-030a, October 1985 Random Number Diagrams). The minimum numbers of samples were obtained for each identified homogeneous building material based upon the overall square footage of material in table-1.

Sample Table-1

Size of Sampling Area	Number of Samples Collected
Less Than 1,000 sq. ft.	3 – Samples
Between 1,000 & 5,000 sq. ft.	5 – Samples
Greater than 5,000 sq. Ft.	*7 – Samples

*The recommended number of samples for building materials per AHERA is nine for areas greater than 5,000 square feet, or at least one additional sample per additional 1,000 square feet.

³Each sample was analyzed by an independent accredited laboratory for the presence of asbestos by Polarized Light Microscopy (PLM) method in accordance with the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples EPA - 600/R-93-116 dated December 1982 and adopted by the National Voluntary Laboratory Accreditation Program (NVLAP) Title 15, part 7 of the Code of Federal Register as affiliated with the National Institute for Standards and Testing (NIST) and USEPA 40 CFR Part 763.87. Quality Control (QC) program was strictly enforced to assure the accuracy of each sample result.

⁴Friable and Non-friable building materials assessments were conducted for each homogeneous building material by the use of hand pressure as defined in USEPA 40 CFR Part 763 "Asbestos-Containing Materials in Schools, Final Rule" (AHERA). Friable material is defined as any building material that by the means of hand pressure can be crumbled into a powder.

4.0 X-RAY FLUORESCENCE SAMPLING PROCEDURES FOR LEAD-BASED PAINT

The lead survey was accomplished by entering each accessible room equivalent. A room equivalent is an identifiable part of a building such as a room, hallway, staircase, foyer and exterior. Visible color may not be an accurate predictor of painting history and is not included in the definition of a testing location. Each reading locations, physical conditions, accessibility, activity and damage of suspect lead paint/coating were also assessed and documented

Readings were obtained from each building component identified within each room equivalent by the use of a handheld X-Ray Fluorescence (XRF) lead based paint analyzer. The sample location and condition of paint/coating and component were documented. Department of Health Services standard for the definition of lead containing paint is 1.0 mg/cm² or 5000 parts per million (ppm), however CALOSHA requires that all workers be properly protected when working with materials containing level greater than 0.06 mg/cm² or 600 ppm of lead in accordance with Title 8 CCR Section 1532.1.

For reporting purposes, space designations were assigned each functional space within the facilities using the pre-existing designation on the door or as indicated on the floor plans. Where neither was available, the space was labeled by the inspector and so indicated in the report. The following procedures were performed:

- A visual assessment to identify the location, type and building components suspected of containing lead paint within the scope of work.
- Obtain representative XRF readings from all building components within the scope of work.
- Present all survey results in a written report including recommendation, locations, quantities and XRF reading.

All findings, recommendations and XRF readings data presented in this report are based on the information (assessment and readings) obtained by our inspector during the survey.

5.0 POSITIVE ASBESTOS SAMPLE RESULTS AND LOCATIONS

Material	Sample Number	Asbestos Content	Square Footage	Location of Material	Friable	Damage
Window Putty	04 05 06	2% Chrysotile	20 SF	Throughout Exterior Windows Pump House	No	No
Roof Mastic	16 17 18	3% Chrysotile	40 SF	Throughout Roofs	No	No
Gaskets	19 20 21	45% Chrysotile	10 SF	Water Tanks Hatches	No	No

This asbestos containing building materials table is designed to aid the building owner, architect, construction manager, general contractors and potential asbestos abatement contractors in locating asbestos containing building materials within the scope of work identified in section 1.0 of this report. All square footages identified in the above table are approximate and under no circumstances should these square footages be used for bidding or notification purpose. Any asbestos containing building material square footages above should be field verified prior to submitting any removal quotes.

6.0 NEGATIVE ASBESTOS SAMPLE RESULTS AND LOCATIONS

Material	Sample Number	Location of Material
Interior Plaster	01 02 03	Throughout Interior Pump House Walls and Ceiling
Exterior Stucco	07 08 09	Throughout Exterior Walls Pump House
Stucco Paper	10 11 12	Throughout Exterior Walls Pump House
Roofing	13 14 15	Throughout Roofs
Interior Water Tank Mastic	22 23 24	Throughout Interior Water Tanks
Exterior Tank Mastic	25 26 27	Throughout Base of Water Tanks
Concrete	28 29 30	Throughout Site
Asphalt	31 32 33	Throughout Site

7.0 LEAD-BASED PAINT SAMPLE RESULTS AND LOCATIONS

Detection Limit Guidelines for The Department of Health Services is 5000 parts per million (PPM) or 1.0 mg/cm² by the use of a hand-held X-Ray Fluorescence (XRF) lead paint analyzer, however CALOSHA requires that all workers be properly protected when working with materials containing level of lead 600 parts per million (PPM) or 0.06 mg/cm² in accordance with Title 8 CCR Section 1532.1. The following building components indicate lead containing painted surfaces above these levels.

- There was no lead detected above 0.06 mg/cm² or 600 ppm in any of the building components sampled during the survey.

Building Components Sampled:

- Interior Walls-Pump House
- Interior Door-Pump House
- Interior Door Jamb-Pump House
- Windows-Pump House
- Pump House Equipment
- Exterior Water Tanks
- Exterior Piping
- Exterior Valves

8.0 DISCLAIMER

Construction personnel should be made aware of the presence of asbestos containing building materials and instructed them not to disturb and/or damage these building materials identified in this report.

Asbestos Containing Building Materials-Current federal and state regulations (SCAQMD Rule 1403) require if during any renovation or demolition activities asbestos containing building materials will be disturbed, then only contractors who have been professionally trained in the correct handling of asbestos containing buildings conduct any repair, removal and/or demolition activities. A SCAQMD notification will have to be submitted and approved for any removal of 100 square feet or 160 linear feet of asbestos containing building materials at or above 1% asbestos. If any asbestos containing building materials becomes damaged or disturbed during any construction activities, then a SCAQMD Procedure-5 work plan should be written and approved prior to any asbestos removal activity. All environmental work should proceed under the guidance or direction of an independent State Certified Consultant.

Due to SCAQMD Rule 1403-Procedure-5 work plan (any square footage of damaged asbestos containing building materials warrants a P-5 work plan to be written) and because building materials sampled during this survey could potentially contain asbestos no intrusive sampling was performed in areas like (roofing underlay, walls/ceiling cavities, under flooring, underground, pools/spa) or any other areas that would cause damage to building materials potentially containing asbestos. For this reason, other asbestos containing building materials may exist at the property and/or outside the scope of work. If other building materials that are not identified in this report are discovered, all work should (stop) and these building materials should be sampled prior to any related construction activities. Also, if any changes to any regulation governing asbestos occurred after the date of this report, Ambient cannot be responsible for these changes. Once the asbestos containing building materials identified in this report have been removed and with full access to the property, Ambient recommended an intrusive survey be performed.

Any recommendations in this report are professional opinions based solely on visual observations and analytical analyses, as described in this report. Opinions or recommendations presented herein apply to site conditions existing at the time of our investigation and cannot necessarily apply to site changes of which this office is not aware of and/or has not had the opportunity to evaluate.

APPENDIX A

ASBESTOS CHAIN OF CUSTODY AND BULK SAMPLE LOG



AMBIENT ENVIRONMENTAL, INC.
Consulting/Engineering/Remediation

400 North Princeland Court Suite-3
Corona, California 92879
951 272-4730 Phone
951 272-4731 Facsimile
www.ambientenvinc.com

ASBESTOS BULK SAMPLE LOG

Page 1 of 4

Client Name: CITY of URMON

Project Location: 4755 DISTRICT BLVD URMON

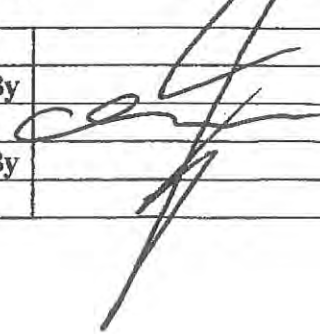
Date: 12-8-21 Field Technician: JOHN PAPA

Project Number: 21-1572 Priority: ASAP 24 HR 7 3-5 Days

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION	SQUARE FOOTAGE
01	Pumpin Bulb	Fiber Glass	
02	↓ ↓	↓ ↓	
03	↓ ↓	↓ ↓	
04	Fiber Glass	Under Part	
05	↓ ↓	↓ ↓	
06	↓ ↓	↓ ↓	
07	Pumpin Bulb	Fiber Glass	
08	↓ ↓	↓ ↓	
09	↓ ↓	↓ ↓	
10	Pumpin Bulb	Stone Paper	

Chain of Custody

Analytical Method: PLM: 7 TEM: Other:

Sampled By		Date	Time
Relinquished By		Date	Time
Received By		Date <u>12/09/21</u>	Time <u>1:45 PM</u>
Relinquished By		Date	Time
Received By		Date	Time



AMBIENT ENVIRONMENTAL, INC.
Consulting/Engineering/Remediation

400 North Princeland Court Suite-3
Corona, California 92879
951 272-4730 Phone
951 272-4731 Facsimile
www.ambientenvinc.com

ASBESTOS BULK SAMPLE LOG

Page 2 of 4

Client Name: CITY of URMON

Project Location: 4755 DISTRICT BLVD URMON

Date: 12-8-21 Field Technician: JOHN PAGAR

Project Number: 21-1572 Priority: ASAP 24 HR 7 3-5 Days

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION	SQUARE FOOTAGE
11	Pump Room	Stucco Paper	
12	↓ ↓	↓ ↓	
13	Roofs	Roofs	
14	↓ ↓	↓ ↓	
15	↓ ↓	↓ ↓	
16	Roofs	Marble	
17	↓ ↓	↓ ↓	
18	↓ ↓	↓ ↓	
19	TANKS Hatch	Corker	
20	↓ ↓	↓ ↓	

Chain of Custody

Analytical Method: PLM: ✓ TEM: Other:

Sampled By		Date	Time
Relinquished By		Date	Time
Received By		Date	Time
Relinquished By		Date	Time
Received By		Date	Time



AMBIENT ENVIRONMENTAL, INC.
Consulting/Engineering/Remediation

400 North Princeland Court Suite-3
Corona, California 92879
951 272-4730 Phone
951 272-4731 Facsimile
www.ambientenvinc.com

ASBESTOS BULK SAMPLE LOG

Page 3 of 4

Client Name: CITY of VERNON

Project Location: 4755 DISTRICT BLVD VERNON

Date: 12-8-21 Field Technician: JOHN PAGAN

Project Number: 21-1572 Priority: ASAP 24 HR 7 3-5 Days

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION	SQUARE FOOTAGE
21	TANK HAUL	CONCRETE	
22	TANK INTERIOR	MARBLE	
23	✓	✓	
24	✓	✓	
25	BOTTOM OF TANK	MARBLE	
26	✓	✓	
27	✓	✓	
28	Through hole site	CONCRETE	
29	✓	✓	
30	✓	✓	

Chain of Custody

Analytical Method: PLM: ✓ TEM: Other:

Sampled By		Date	Time
Relinquished By		Date	Time
Received By	<u>[Signature]</u>	Date <u>12/09/21</u>	Time <u>1:45 PM P.O.</u>
Relinquished By		Date	Time
Received By		Date	Time



AMBIENT ENVIRONMENTAL, INC.
Consulting/Engineering/Remediation

400 North Princeland Court Suite-3
Corona, California 92879
951 272-4730 Phone
951 272-4731 Facsimile
www.ambientenvinc.com

ASBESTOS BULK SAMPLE LOG

Page 4 of 4

Client Name: CITY OF VERNON

Project Location: 4755 DISTRICT BLVD VERNON

Date: 12-8-21 Field Technician: JOHN PARRA

Project Number: 21-1572 Priority: ASAP 24 HR 7 3-5 Days

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION	SQUARE FOOTAGE
31	Park Lot	ASPHALT	
32	✓	✓	
33	✓	✓	

Chain of Custody

Analytical Method: PLM: ✓ TEM: Other:

Sampled By		Date	Time
Relinquished By		Date	Time
Received By	<u>[Signature]</u>	Date <u>12/09/21</u>	Time <u>1:45 PM</u>
Relinquished By		Date	Time
Received By		Date	Time

APPENDIX B

ASBESTOS LABORATORY CERTIFICATES OF ANALYSIS



Bulk Asbestos Analysis

(EPA Method 40CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation)

NVLAP Lab Code: 101459-1

Ambient Environmental Inc
John Payne
400 N. Princeland Crt.
Ste. 3
Corona, CA 92879

Client ID: 5697
Report Number: B326431
Date Received: 12/09/21
Date Analyzed: 12/13/21
Date Printed: 12/13/21
First Reported: 12/13/21

Job ID/Site: 21-1572; 4755 District Blvd Vernon

SGSFL Job ID: 5697
Total Samples Submitted: 33
Total Samples Analyzed: 33

Date(s) Collected: 12/08/2021

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
01	51501012						
Layer: Off-White Drywall			ND				
Layer: Beige Plaster			ND				
Layer: Off-White Plaster			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (3 %)							
02	51501013						
Layer: Off-White Drywall			ND				
Layer: Beige Plaster			ND				
Layer: Off-White Plaster			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (3 %)							
03	51501014						
Layer: Off-White Drywall			ND				
Layer: Beige Plaster			ND				
Layer: Off-White Plaster			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (5 %)							
04	51501015						
Layer: Grey Putty		Chrysotile	2 %				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							
05	51501016						
Layer: Grey Putty		Chrysotile	2 %				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							

Client Name: Ambient Environmental Inc

Report Number: B326431

Date Printed: 12/13/21

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
06	51501017						
Layer: Grey Putty		Chrysotile	2 %				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							
07	51501018						
Layer: Grey Cementitious Material			ND				
Layer: Beige Cementitious Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
08	51501019						
Layer: Grey Cementitious Material			ND				
Layer: Beige Cementitious Material			ND				
Layer: Paint			ND				
Layer: Light Grey Cementitious Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
09	51501020						
Layer: Grey Cementitious Material			ND				
Layer: Beige Cementitious Material			ND				
Layer: Paint			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
10	51501021						
Layer: Black Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (90 %)							
11	51501022						
Layer: Black Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (90 %)							
12	51501023						
Layer: Black Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (90 %)							
13	51501024						
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt with Debris			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (55 %) Synthetic (15 %)							

Client Name: Ambient Environmental Inc

Report Number: B326431

Date Printed: 12/13/21

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
14	51501025						
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt with Debris			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (55 %) Synthetic (15 %)							
15	51501026						
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt with Debris			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (55 %) Synthetic (15 %)							
16	51501027						
Layer: Black Semi-Fibrous Tar		Chrysotile	3 %				
Layer: Black Felt			ND				
Total Composite Values of Fibrous Components:		Asbestos (3%)					
Cellulose (Trace) Fibrous Glass (7 %)							
17	51501028						
Layer: Black Semi-Fibrous Tar		Chrysotile	3 %				
Total Composite Values of Fibrous Components:		Asbestos (3%)					
Cellulose (Trace) Fibrous Glass (7 %)							
18	51501029						
Layer: Black Semi-Fibrous Tar		Chrysotile	3 %				
Total Composite Values of Fibrous Components:		Asbestos (3%)					
Cellulose (Trace) Fibrous Glass (7 %)							
19	51501030						
Layer: Black Gasket w/ Adhesive		Chrysotile	45 %				
Total Composite Values of Fibrous Components:		Asbestos (45%)					
Cellulose (Trace)							
20	51501031						
Layer: Black Gasket w/ Adhesive		Chrysotile	45 %				
Total Composite Values of Fibrous Components:		Asbestos (45%)					
Cellulose (Trace)							
21	51501032						
Layer: Black Gasket w/ Adhesive		Chrysotile	45 %				
Total Composite Values of Fibrous Components:		Asbestos (45%)					
Cellulose (Trace)							
22	51501033						
Layer: Black Non-Fibrous Mat'l with Debris			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							

Client Name: Ambient Environmental Inc

Report Number: B326431

Date Printed: 12/13/21

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
23	51501034						
	Layer: Black Non-Fibrous Mat'l with Debris		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
24	51501035						
	Layer: Black Non-Fibrous Mat'l with Debris		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
25	51501036						
	Layer: Black Asphalt		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
26	51501037						
	Layer: Black Asphalt		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
27	51501038						
	Layer: Black Asphalt		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
28	51501039						
	Layer: Light Grey Cementitious Material		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
29	51501040						
	Layer: Light Grey Cementitious Material		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
30	51501041						
	Layer: Light Grey Cementitious Material		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
31	51501042						
	Layer: Black Asphalt		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						
32	51501043						
	Layer: Black Asphalt		ND				
	Total Composite Values of Fibrous Components:	Asbestos (ND)					
	Cellulose (Trace)						

Client Name: Ambient Environmental Inc

Report Number: B326431

Date Printed: 12/13/21

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
33	51501044						
Layer: Off-White Non-Fibrous Material			ND				
Layer: Black Asphalt			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							



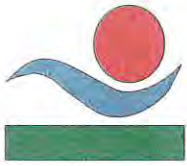
Tiffani Ludd, Laboratory Supervisor, Carson Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Analytical results and reports are generated by SGS Forensic Laboratories (SGSFL) at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGSFL to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGSFL. The client is solely responsible for the use and interpretation of test results and reports requested from SGSFL. SGSFL is not able to assess the degree of hazard resulting from materials analyzed. SGS Forensic Laboratories reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.

APPENDIX C

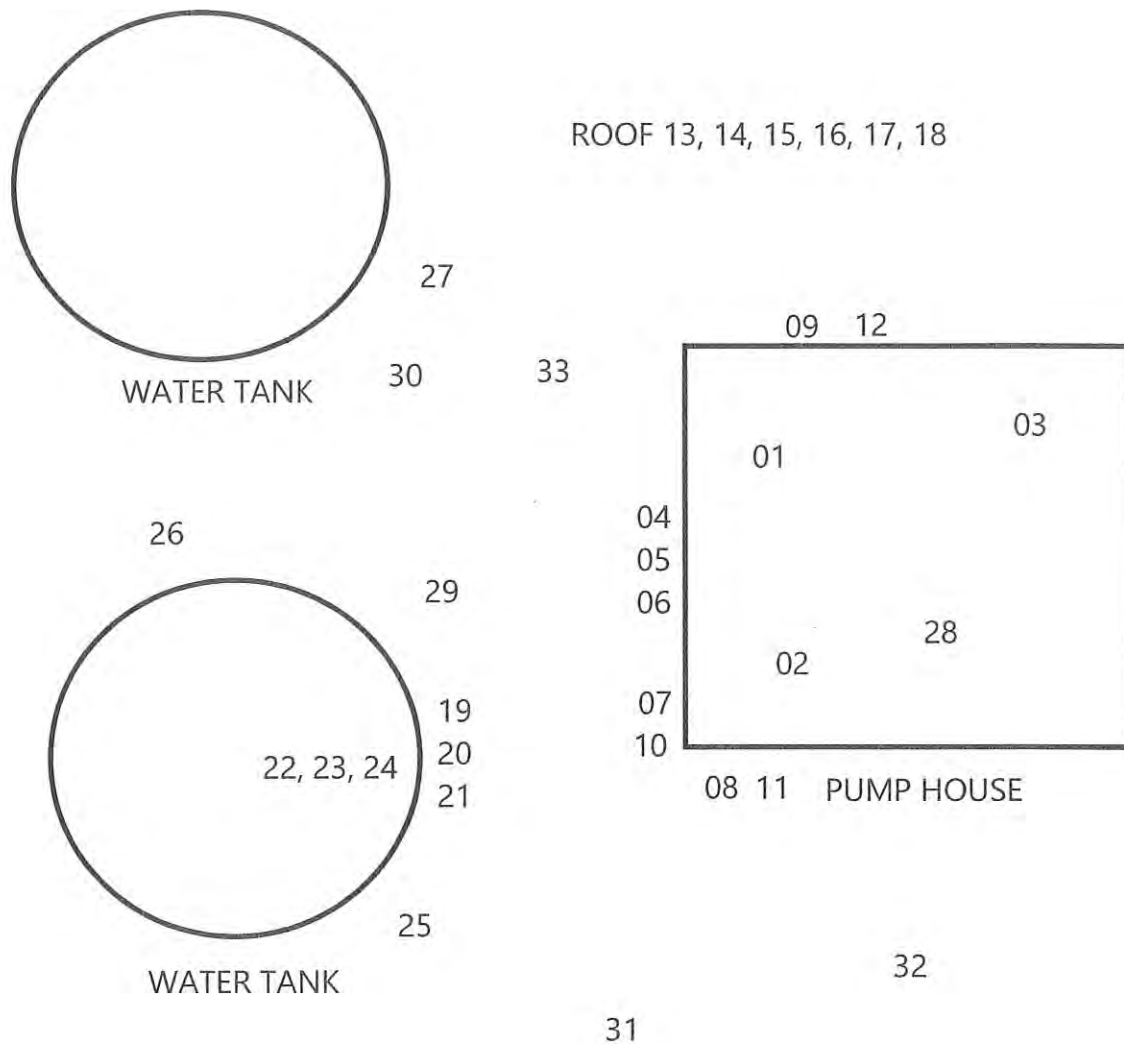
SITE DRAWING WITH SAMPLE LOCATION



AMBIENT ENVIRONMENTAL, INC.
Consulting/Engineering/Remediation

400 NORTH PRINCELAND
COURT SUITE-3
CORONA, CALIFORNIA 92879
* TEL: (951) 272-4730
* FAX: (951) 272-4731

SITE DRAWING



SITE LOCATION 4755 DISTRICT BLVD.
VERNON, CA

DRAWING NOT TO SCALE

APPENDIX D

CERTIFICATIONS

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
Asbestos Certification & Training Unit

1750 Howe Avenue, Suite 460

Sacramento, CA 95825

(916) 574-2993 Office <http://www.dir.ca.gov/dosh/asbestos.html> acru@dir.ca.gov



310191226C

80

87

Ambient Environmental, Inc.
John Lee Payne
400 Princland Court, Suite 3
Corona CA 92879

June 04, 2021

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please notify our office via U.S. Postal Service or other carrier of any changes in your mailing or work address within 15 days of the change.

Sincerely,

Jeff Ferrell

Senior Safety Engineer

Attachment: Certification Card

cc: File

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

John Lee Payne
Name

Certification No. **93-1226**

Expires on **06/24/22**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.





STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



John Payne

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:

LRC-00004134

EXPIRATION DATE:

11/18/2020

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

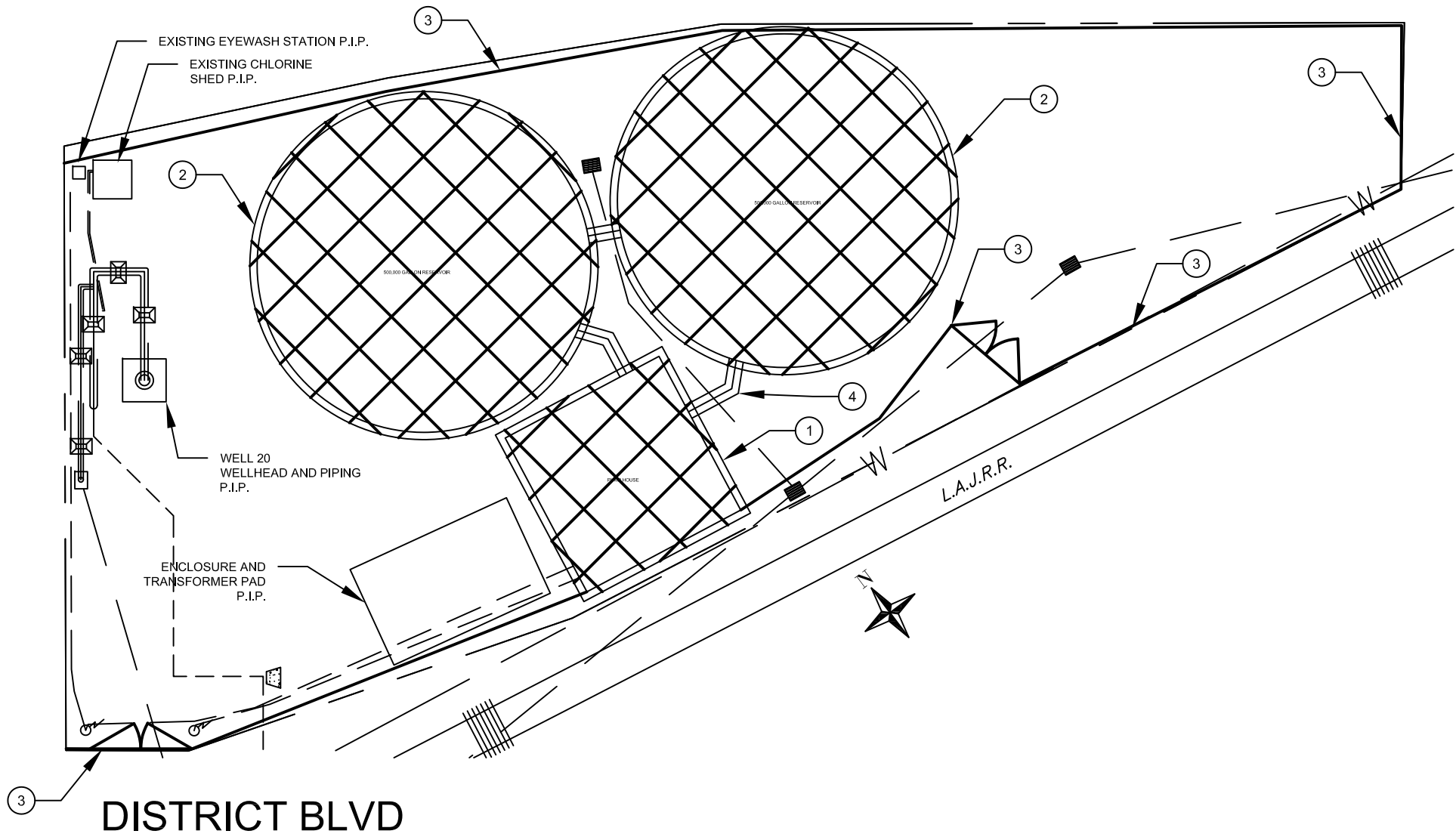
Attachment 2
Demolition and Site Improvement Plan

LEGEND:

 DEMOLISH STRUCTURE AND FOUNDATION

DEMOLITION NOTES:

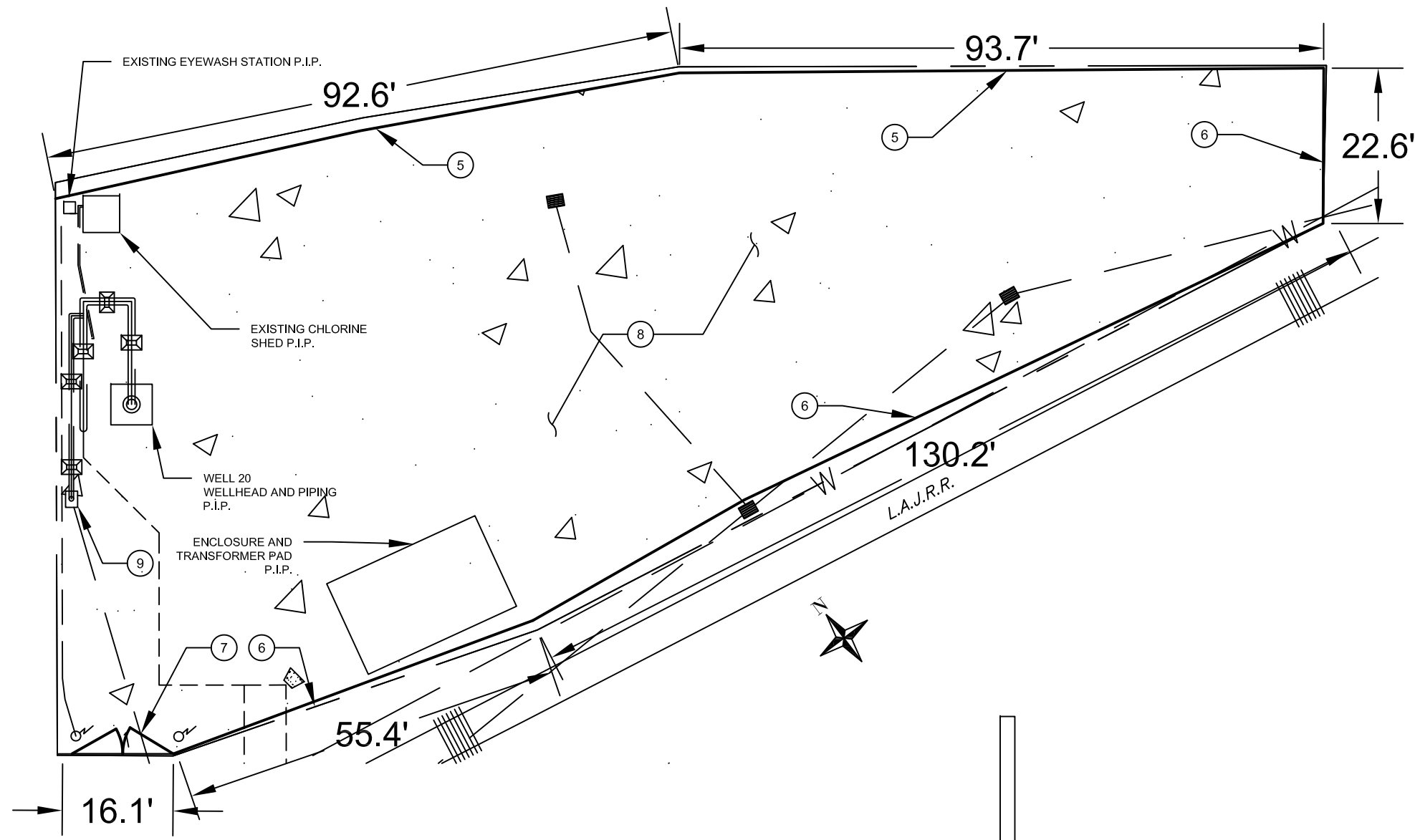
- ① DEMOLISH PUMP HOUSE STRUCTURE AND FOUNDATION
- ② DEMOLISH 500,000 GALLON RESERVOIR AND FOUNDATION
- ③ REMOVE EXISTING CHAIN LINK FENCE
- ④ REMOVE EXISTING ABOVE GROUND PIPING



PROJECT ADDRESS:
4755 DISTRICT BLVD.
VERNON, CA 90058

						SCALE 1" = 20'
						DATE
REV	DESCRIPTION	EGNR	DATE	APPD	DATE	

DRAWN MA	CITY OF VERNON WATER DIVISION	PUMPING PLANT DEMOLITION AND SITE IMPROVEMENTS	
DESIGNED MA	DEMOLITION AND SITE PLAN		SHEET 1 OF 2
APPROVED MA			

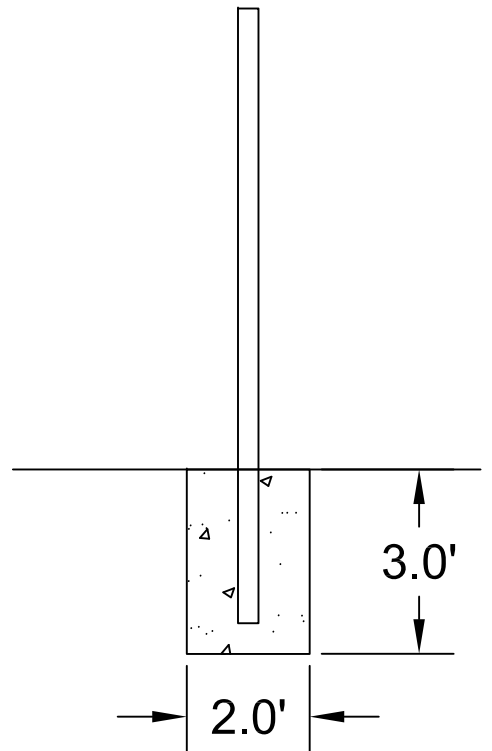


DISTRICT BLVD

LEGEND:

RESURFACE OR REPAVE ASPHALT

- CONSTRUCTION NOTES NOTES:
- ⑤ FURNISH AND INSTALL NEW 8' PRIVACY SECURITY FENCE SYSTEM. BASTEEL PERIMETER SYSTEMS, "CITADEL R-TOP" WITH KNOX PICKET, OR APPROVED EQUAL.
 - ⑥ FURNISH AND INSTALL NEW 8' SECURITY FENCE SYSTEM. BASTEEL PERIMETER SYSTEMS, "SHIELD" WITH KNOX PICKET AND R-TOP, OR APPROVED EQUAL.
 - ⑦ FURNISH AND INSTALL NEW DOUBLE SWING GATE. BASTEEL PERIMETER SYSTEMS, "CHESAPEAKE" WITH KNOX PICKET AND R-TOP, OR APPROVED EQUAL.
 - ⑧ RESURFACE OR REPAVE ASPHALT OF ENTIRE PROPERTY. SEE GRADING PLANS.
 - ⑨ MODIFY AND ADJUST PIPING AND CATCH BASIN TO BE FLUSH TO FINISH GRADE. PROVIDE NEW CATCH BASIN GRATE.



TYPICAL FENCE POST FOUNDATION
N.T.S.

PROJECT ADDRESS:
4755 DISTRICT BLVD.
VERNON, CA 90058

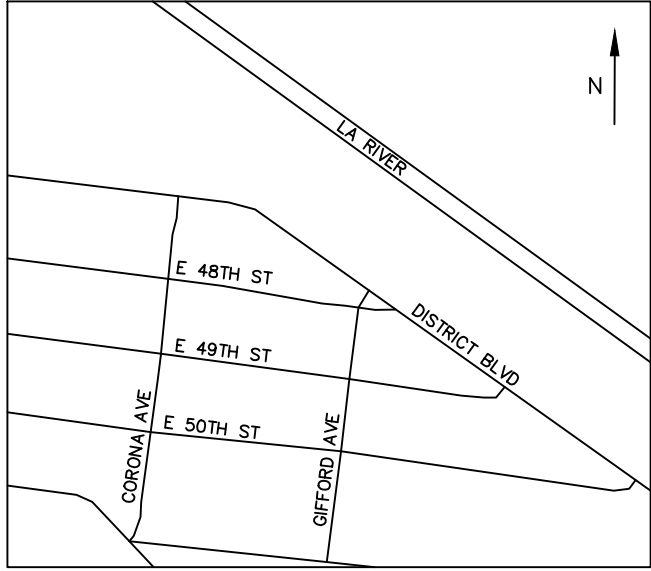
						SCALE 1" = 20'
						DATE
REV	DESCRIPTION	EGNR	DATE	APPD	DATE	

DRAWN MA	CITY OF VERNON WATER DIVISION	PUMPING PLANT DEMOLITION AND SITE IMPROVEMENTS
DESIGNED MA	SITE IMPROVEMENT PLAN	
APPROVED MA		
		SHEET 2 OF 2

Attachment 3
Grading Plans

GRADING NOTES:

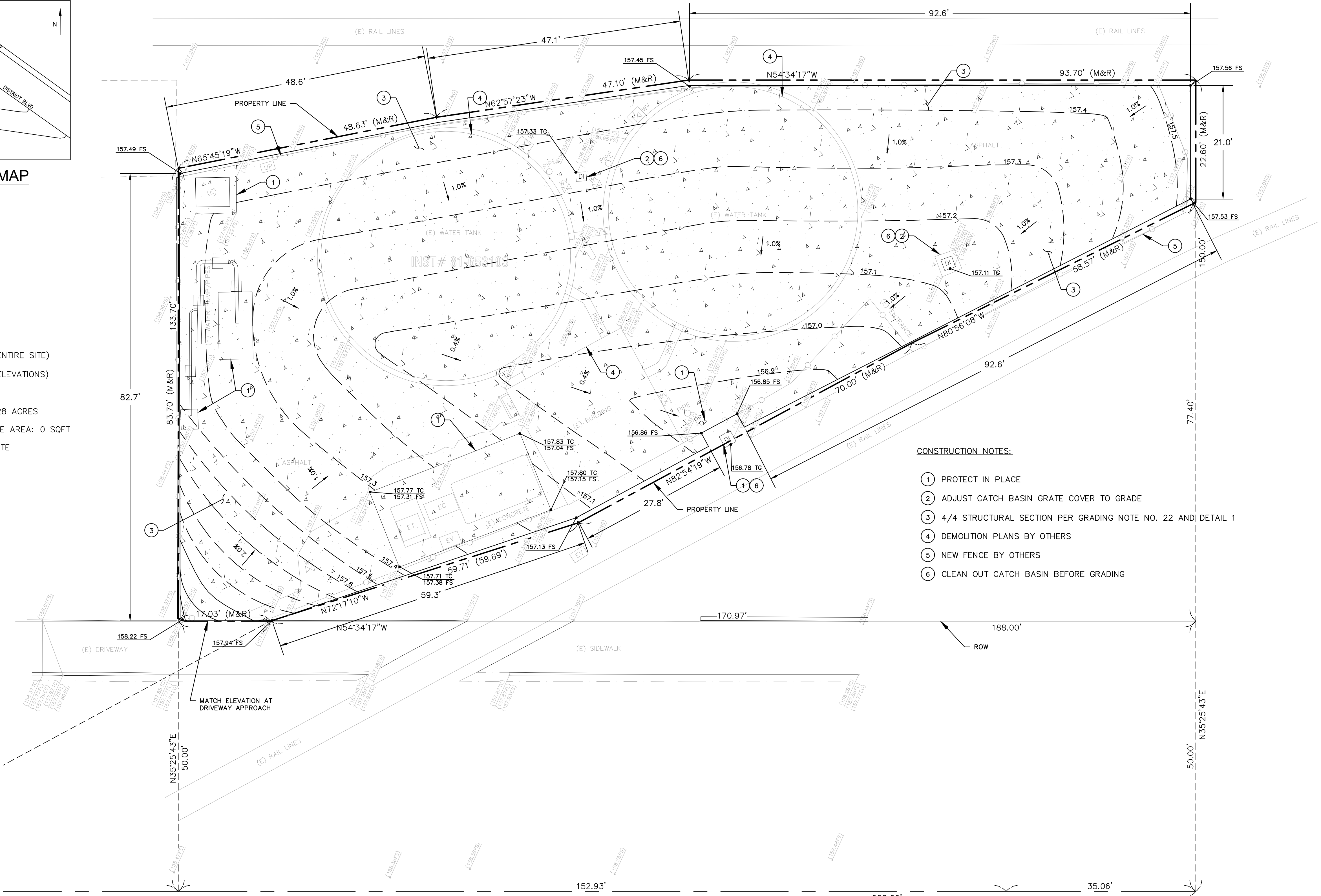
- ALL GRADING AND CONSTRUCTION WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF VERNON, CALIFORNIA BUILDING CODE, THE CITY OF VERNON STANDARD PLANS, POLICIES, CODES AND PERMIT REQUIREMENTS; IN ADDITION, THE WORK SHALL CONFORM TO THE CURRENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "GREENBOOK") AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- A GRADING PERMIT SHALL BE OBTAINED FROM THE CITY OF VERNON PRIOR TO START OF WORK.
- AN ENCROACHMENT PERMIT SHALL BE OBTAINED FROM THE CITY OF VERNON PRIOR TO START OF WORK FOR WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
- WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- ALL DAMAGED AND/OR REMOVED DRIVEWAY APPROACH, PCC SIDEWALK OR CURB AND GUTTER SHALL BE RECONSTRUCTED (UNLESS NOTED OTHERWISE).
- NOTIFY UNDERGROUND SERVICE ALERT AND ALL CONCERNED UTILITY COMPANIES AT LEAST TWO WORKING DAYS IN ADVANCE OF EXCAVATION.
- LOCATIONS OF EXISTING UNDERGROUND AND ABOVE UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR DAMAGES OCCURRED DUE TO FAILURE TO LOCATE AND PRESERVE UNDERGROUND UTILITIES. HAND DIG AS NEEDED UNTIL CLEAR OF OBSTRUCTIONS.
- APPROVAL OF THIS PLAN BY THE CITY OF VERNON DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF, THE LOCATION OF, OR THE EXISTENCE OR NON-EXISTENCE OF, ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT.
- THE CONTRACTOR SHALL CONTACT THE CITY OF VERNON PUBLIC WORKS INSPECTOR 2 WORKING DAYS OR 48 HOURS PRIOR TO CONSTRUCTION.
- A PRECONSTRUCTION MEETING WITH THE PUBLIC WORKS INSPECTOR IS REQUIRED PRIOR TO START OF WORK.
- RIGHT OF ENTRY FOR ANY WORK PERFORMED ON ADJACENT PROPERTIES IS REQUIRED.
- APPROVAL OF PLANS AND / OR PERMIT ISSUANCE DOES NOT RELIEVE THE PERMITTEE OF THEIR RESPONSIBILITY TO MAINTAIN WORK WITHIN THE PROJECT PROPERTY BOUNDARIES AND DEDICATED CITY RIGHT-OF-WAY. TRESPASSING ON PRIVATE PROPERTY IS AGAINST THE LAW AND CAUSE FOR CANCELLATION OF PERMIT AND ISSUANCE OF STOP WORK NOTICE.
- ALL REVISIONS TO GRADING PLANS, OR MATERIAL SUBSTITUTION REQUESTS, PROPOSED DURING CONSTRUCTION SHALL BE SUBMITTED IN WRITING TO THE ENGINEERING DEPARTMENT BY THE ENGINEER OF RECORD AND SHALL FOLLOW THE PROCEDURES FOR APPROVAL OUTLINED IN THE MOST CURRENT CITY OF VERNON ENGINEERING DIRECTIVES.
- ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
- THE ENGINEER OF WORK WHO PREPARED AND SIGNED THIS GRADING PLAN HAS VERIFIED THE CONSISTENCY BETWEEN THE WORK WITHIN THE RIGHT-OF-WAY AND THE ON-SITE GRADING WORK APPROVED SEPARATELY BY THE CITY OF VERNON ENGINEERING DEPARTMENT.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONTRACTOR'S CONSTRUCTION.
- FILL AREAS SHALL BE CLEARED OF ALL VEGETATION AND DEBRIS, SCARIFIED, AND INSPECTED BY THE GRADING INSPECTOR AND SOILS ENGINEER PRIOR TO THE PLACING OF FILL.
- THE ENGINEER MUST SET GRADE STAKES FOR ALL DRAINAGE DEVICES AND OBTAIN CITY INSPECTION CLEARANCE BEFORE PLACING NEW PAVEMENT.
- MAJORITY OF EXISTING IMPROVEMENTS ON SITE WILL BE DEMOLISHED BY OTHERS. THE GRADING CONTRACTOR PERFORM CUT AND PROVIDE CLEAN FILL TO GRADE THE SITE. THE FILL WILL NOT CONTAIN ANY ROCKS OR HARD MATERIALS LARGER THAN 3-INCHES AND WILL BE PLACED IN ACCORDANCE WITH SECTION 300-7.4 OF THE GREENBOOK.
- THE FILL WILL HAVE THE RELATIVE COMPACTION OF 90%.
- COMPACTION AND OTHER TESTING WILL BE PROVIDED BY THE CITY OF VERNON.
- GRADING CONTRACTOR WILL PAVE THE ENTIRE SITE WITH 4-INCHES OF CRUSHED MISCELLANEOUS BASE IN ACCORDANCE WITH GREENBOOK SECTION 200-2.4.1 AND TABLE 200-2.4.2 WITH RELATIVE COMPACTION OF 95%. FOUR INCHES OF ASPHALT CONCRETE TYPE B-PG-64-10 WILL BE PLACED ON THE ENTIRE SITE IN ACCORDANCE WITH SECTIONS 203-6 AND 302-5 OF THE GREENBOOK.
- BEFORE GRADING OF THE SITE, THE CONTRACTOR SHALL HAVE A 4" MINIMUM CUT OVER THE ENTIRE SITE.
- CONTRACTOR IS RESPONSIBLE FOR COMPLETING HIS OWN CUT AND FILL CALCULATIONS. VOLUMES SHOWN ARE FOR OWNERS PLANNING PURPOSES ONLY AND NO GUARANTEE IS EXPRESSED OR IMPLIED REGARDING THEIR ACCURACY.



VICINITY MAP
N.T.S.

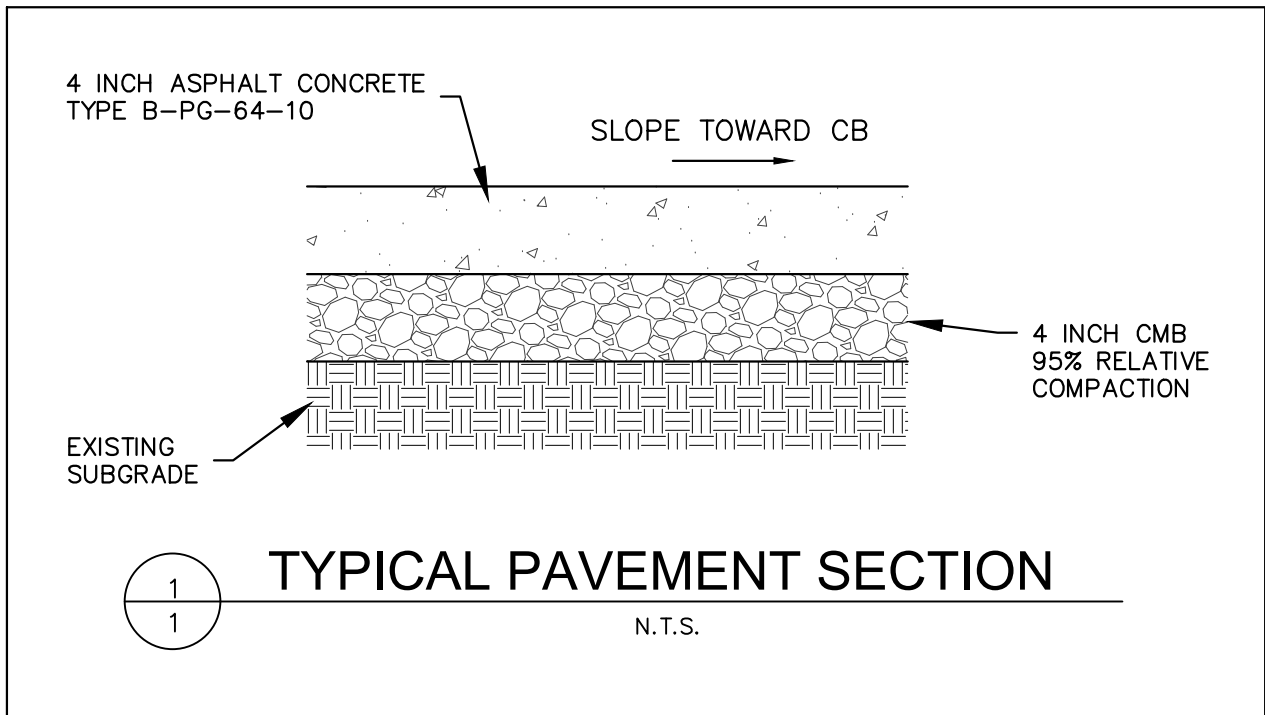
NOTES:

CUT (CY): 147.26 (4" CUT ENTIRE SITE)
CUT (CY): 16.44 (EXISTING ELEVATIONS)
FILL (CY): 61.42
TOTAL DISTURBED AREA: 0.28 ACRES
TOTAL PROPOSED LANDSCAPE AREA: 0 SQFT
INTENDED LAND USE: WELLSITE
AC (TON): 297.15
BASE (TON): 306.60



CONSTRUCTION NOTES:

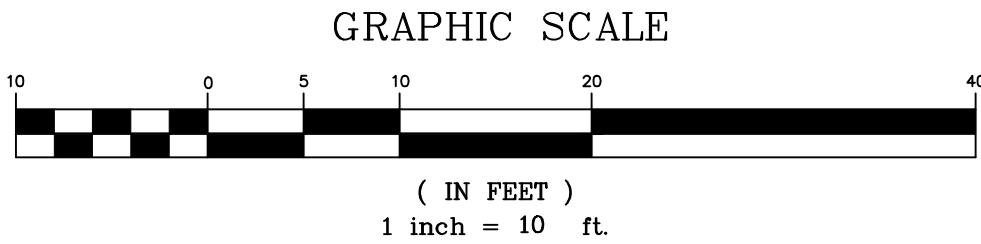
- PROTECT IN PLACE
- ADJUST CATCH BASIN GRATE COVER TO GRADE
- 4/4 STRUCTURAL SECTION PER GRADING NOTE NO. 22 AND DETAIL 1
- DEMOLITION PLANS BY OTHERS
- NEW FENCE BY OTHERS
- CLEAN OUT CATCH BASIN BEFORE GRADING






TYPICAL PAVEMENT SECTION
N.T.S.

DISTRICT BOULEVARD

BENCHMARK:
CITY OF VERNON BENCHMARK 29-267/7
ELEV = 161.655'



LEGEND		SYMBOLS	
	CONCRETE WALL		DRAIN INLET
	GUTTER		WATER CLOSET
	FENCE		TRANSFORMER
	EDGE OF PAVEMENT		WATER VALVE
	NEW CONTOUR W/ELEV		UNKNOWN PAD
	NEW PAVING		ELECTRIC VAULT
	FLOW DIRECTION		POWER POLE
	EXISTING GRADE		ELECTRIC CLOSET
	PROPOSED GRADE		
	STRUCTURE TO REMAIN		

<div><p>Know what's below. Call before you dig.</p></div> <p>NO WORK SHALL BE DONE ON THIS SITE UNTIL USA AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE. TWO WORKING DAYS BEFORE YOU DIG.</p>	NOTICE TO CONTRACTOR: THE EXISTENCE, LOCATION AND CHARACTERISTICS OF ANY UNDERGROUND UTILITY INFORMATION SHOWN HEREON HAS BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA. IT SHALL BE THE RESPONSIBILITY AND LIABILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE OR NONEXISTENCE OF SUCH UTILITIES AND TO PROTECT THEM IN PLACE.	DATE	REVISION	BY	<div>SUBMITTED BY:</div> <div><div>QUANTUM QUALITY CONSULTING, INC. 25835 NARBONNE AVE. SUITE 150 LOMITA, CA 90717 PHONE: (310) 891 - 3994 FAX: (310) 891 - 3995</div></div> <div>FARIBORZ BIGDELI DATE</div>	SCALE: AS NOTED	<div>CITY OF VERNON</div> <div>PROJECT: GRADING PLAN FOR WELL 20</div> <div>DRAWING NO. _____ SHEET 1 OF 2</div>
						APPROVED BY:	
						NAME _____	
						TITLE _____	
						DATE _____	

EROSION CONTROL NOTES:

1. EROSION CONTROL SHALL BE REQUIRED FOR GRADING OPERATIONS DURING THE WHOLE CONSTRUCTION PERIOD.
2. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS SO THAT RUNOFF IS CONTAINED WITHIN THE PROJECT AREA OR CHanneLED INTO THE STORM DRAIN SYSTEM WHICH SERVES THE RUNOFF AREA. STORM RUNOFF FROM ONE AREA SHALL NOT BE DIVERTED TO ANOTHER RUNOFF AREA.
3. PROJECT AREAS AS WELL AS NEIGHBORING PROPERTY AREAS SHALL RETAIN FIRE ACCESS AT ALL TIMES.
4. EQUIPMENT AND PERSONNEL FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE CONSTRUCTION PERIODS. NECESSARY MATERIAL SHALL BE STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID DEPLOYMENT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON CITY OF VERNON RIGHT-OF-WAY AFFECTED BY CONTRACTOR'S WORK. THE CONTRACTOR SHALL KEEP CITY OF VERNON RIGHT-OF-WAY CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES. METHOD OF STREET CLEANING SHALL BE STREET SWEEPING OF ALL PAVED AREAS. THERE SHALL BE NO STOCKPIILING OF CONSTRUCTION MATERIALS WITHIN THE CITY OF VERNON RIGHT-OF-WAY WITHOUT THE PERMISSION OF THE CITY ENGINEER.
6. CONTRACTOR SHALL KEEP THE CONSTRUCTION AREA SUFFICIENTLY DAMPED TO CONTROL DUST CAUSED BY GRADING AND CONSTRUCTION.
7. THE EXPORT OR IMPORT MATERIAL IN EACH TRUCKLOAD SHALL BE KEPT LOW ENOUGH TO PREVENT SPILLAGE AND SHALL BE SUFFICIENTLY WET DOWN TO PREVENT DUST.
8. CONTRACTOR SHALL KEEP DRAINAGE DEVICES FREE OF DEBRIS.
9. A STAGING AREA SHALL BE DESIGNATED WHERE EACH TRUCK IS PREPARED FOR ROAD TRAVEL AND ALL LOOSE MATERIAL REMOVED. ANY RESIDUAL MATERIAL FROM VEHICLE UPON PUBLIC RIGHT OF WAY SHALL BE REMOVED IMMEDIATELY AND PERMANENTLY.
10. CONTRACTOR SHALL REMOVE ALL EROSION CONTROL & SEDIMENT CONTROL AND BEST MANAGEMENT PRACTICE (BMP) AT THE END OF CONSTRUCTION.
11. DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL (BEST MANAGEMENT PRACTICES, BMPS) SHALL BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
12. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING OPERATIONS AND SHALL BE APPROVED BY THE APPROPRIATE REGULATORY AGENCY.
13. EXCESS OR CONCENTRATED DRAINAGE SHALL BE CONTAINED ON SITE OR DIRECTED TO AN APPROVED DRAINAGE FACILITY.
14. ALL PUBLIC STREETS SHALL BE MAINTAINED FREE OF DUST AND SEDIMENT CAUSED BY GRADING OPERATIONS.
15. ALL SILT AND DEBRIS SHALL BE REMOVED FROM ALL DEVICES WITHIN 24 HOURS AFTER EACH RAINSTORM.
16. ALL LOOSE SOIL AND DEBRIS WHICH MAY CREATE A POTENTIAL HAZARD TO OFF-SITE PROPERTY SHALL BE REMOVED FROM THE SITE AS DIRECTED BY THE PUBLIC WORKS INSPECTOR.
17. THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE WITHIN THE SITE SHALL BE AT THE DISCRETION OF THE CITY ENGINEER.
18. THE CONTRACTOR SHALL SUPERVISE EROSION CONTROL WORK IN ACCORDANCE WITH THE APPROVED PLANS. THE WORK ALSO INCLUDES, BUT IS NOT LIMITED TO, INSPECTION OF EROSION CONTROL MEASURES BEFORE RAINSTORM AND 5-DAY PROBABILITY RAIN FORECAST IN ACCORDANCE WITH THE REQUIREMENTS OF LA COUNTY NPDES PERMIT.
19. 24. IMPLEMENT FUGITIVE DUST CONTROL MEASURES DUST BY WATERING OR OTHER APPROVED METHODS IN COMPLIANCE WITH LOCAL, STATE AND FEDERAL STANDARDS.
20. APPROVAL OF THIS PLAN SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITIES OF THIS SITE OR ADJACENT PROPERTIES. TEMPORARY EROSION CONTROL SHALL INCLUDE CONSTRUCTION MEASURES NECESSARY TO PREVENT, CONTROL AND ABATE WATER, MUD, AND EROSION DAMAGE TO PUBLIC OR PRIVATE PROPERTY IMPACTED BY CONSTRUCTION ACTIVITIES.

BMPS:

THE ABOVE NOTES AND FOLLOWING BMPS (AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICES CONSTRUCTION HANDBOOK, CALIFORNIA STORMWATER QUALITY ASSOCIATION, JANUARY 2003, OR THE LATEST REVISED VERSION) MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT.

- EC-1

SCHEDULING
- SE-1

SILT FENCE
- SE-3

SEDIMENT TRAP
- SE-6

GRAVEL BAG BERM
- SE-7

STREET SWEEPING AND VACUUMING
- SE-8

SANDBAG BARRIER
- SE-10

STORM DRAIN INLET PROTECTION
- WE-1

WIND EROSION CONTROL
- TC-1

STABILIZED CONSTRUCTION ENTRANCE/EXIT
- TC-3

ENTRANCE/OUTLET TIRE WASH
- NS-1

WATER CONSERVATION PRACTICES
- NS-2

DEWATERING OPERATIONS
- NS-3

PAVING AND GRINDING OPERATIONS
- NS-8

VEHICLE AND EQUIPMENT CLEANING
- NS-10

VEHICLE AND EQUIPMENT MAINTENANCE
- NS-12

CONCRETE CURING
- NS-13

CONCRETE FINISHING
- WM-1

MATERIAL DELIVERY AND STORAGE
- WM-2

MATERIAL USE
- WM-3

STOCKPILE MANAGEMENT
- WM-4

SPILL PREVENTION AND CONTROL
- WM-5

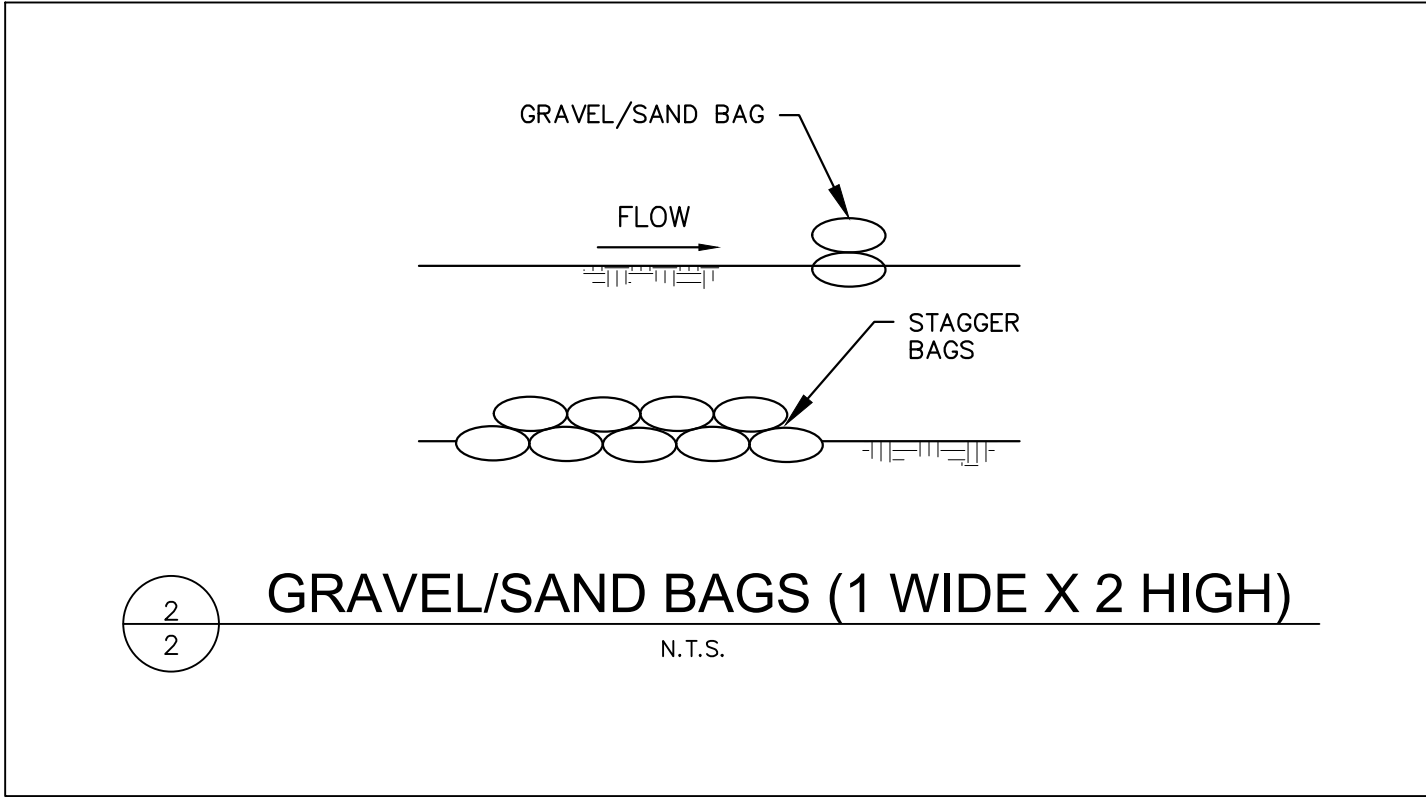
SOLID WASTE MANAGEMENT
- WM-6

HAZARDOUS WASTE MANAGEMENT
- WM-7

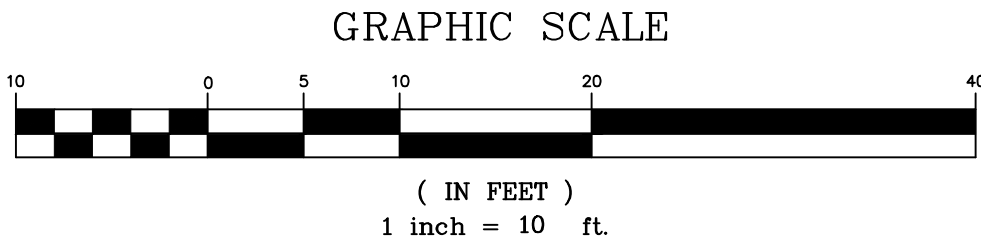
CONTAMINATED SOIL MANAGEMENT
- WM-8

CONCRETE WASTE MANAGEMENT
- WM-10

LIQUID WASTE MANAGEMENT

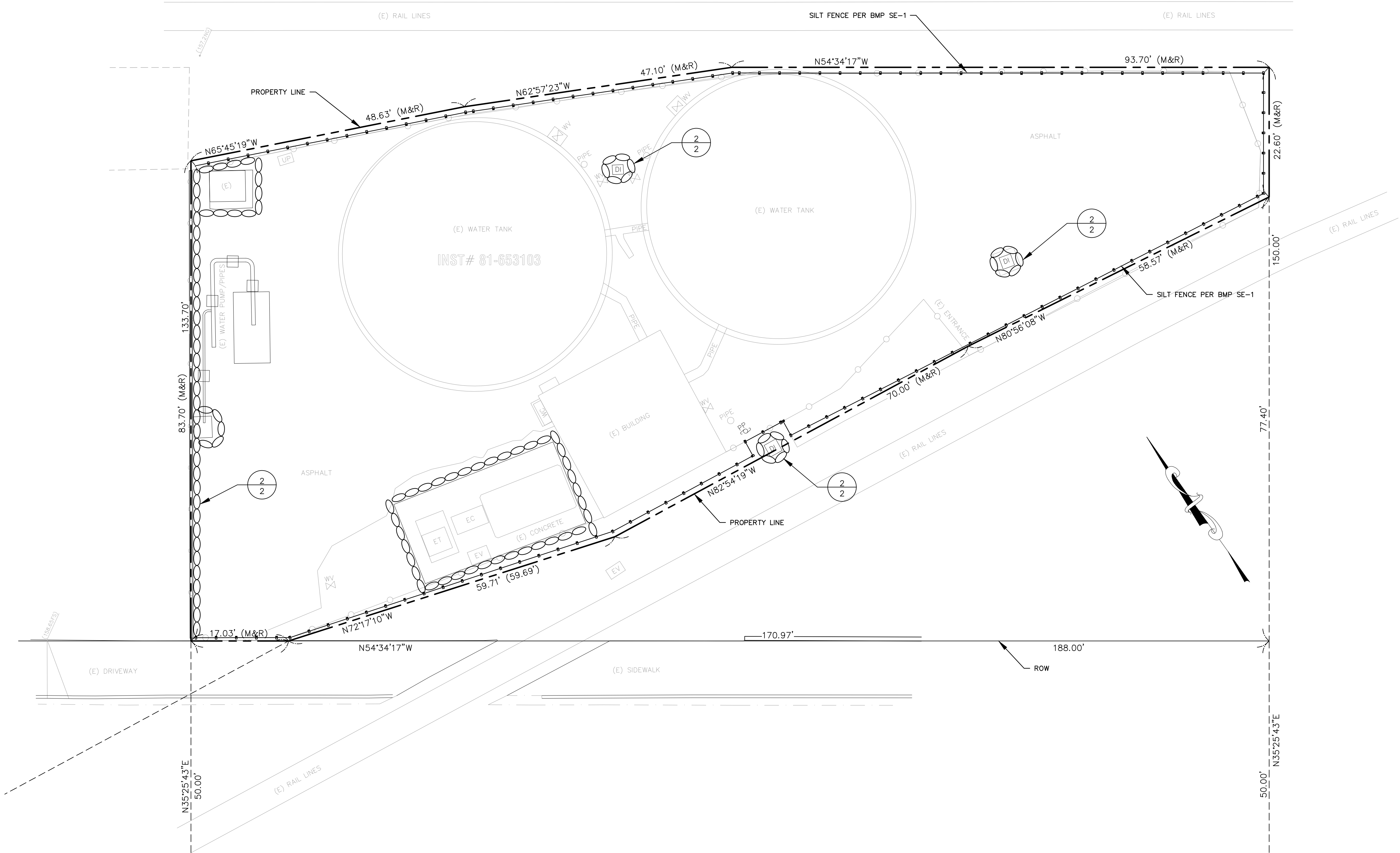


BENCHMARK:
CITY OF VERNON BENCHMARK 29-267/7
ELEV = 161.655'



- LEGEND
- GRAVEL/SAND BAGS
 - SILT FENCE
 - CONCRETE WALL
 - GUTTER
 - FENCE
 - STRUCTURE TO REMAIN

- SYMBOLS
- DRAIN INLET
 - WATER CLOSET
 - TRANSFORMER
 - WATER VALVE
 - UNKNOWN PAD
 - ELECTRIC VAULT
 - POWER POLE
 - ELECTRIC CLOSET



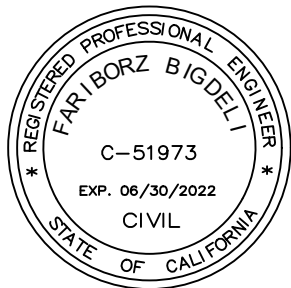
NO WORK SHALL BE DONE ON THIS SITE
UNTIL USA AGENCY IS NOTIFIED OF
INTENTION TO GRADE OR EXCAVATE.
TWO WORKING DAYS BEFORE YOU DIG.

NOTICE TO CONTRACTOR:

THE EXISTENCE, LOCATION AND CHARACTERISTICS OF ANY
UNDERGROUND UTILITY INFORMATION SHOWN HEREON HAS
BEEN OBTAINED FROM A REVIEW OF AVAILABLE RECORD DATA.
IT SHALL BE THE RESPONSIBILITY AND LIABILITY OF THE
CONTRACTOR TO DETERMINE THE EXISTENCE OR
NONEXISTENCE OF SUCH UTILITIES AND TO PROTECT THEM IN
PLACE.

DATE	REVISION	BY

SUBMITTED BY:



FARIBORZ BIGDELI



QUANTUM QUALITY
CONSULTING, INC.
25835 NARBONNE AVE. SUITE 150
LOMITA, CA 90717
PHONE: (310) 891 - 3994
FAX: (310) 891 - 3995

DATE

SCALE: AS NOTED

APPROVED BY:

NAME _____

TITLE _____

DATE _____

CITY OF VERNON

PROJECT:

GRADING PLAN FOR WELL 20

DRAWING NO. _____

SHEET 2 OF 2

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.

NOTICE INVITING BIDS

NOTICE INVITING BIDS
for
Pumping Plant Demolition and Site Improvements
in the
City of Vernon, California

Bids are to be signed and submitted in TRIPLICATE. ONE ORIGINAL AND TWO COPIES of sealed bids must be received prior to **2:00 p.m., Tuesday, June 28, 2022**, by the City Clerk, City of Vernon, 4305 Santa Fe Avenue, Vernon, CA 90058, (“Bid Deadline”).

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.

Bids should be mailed or delivered in person before 2:00 p.m. on the Bid Deadline. **LATE SUBMITTALS WILL NOT BE ACCEPTED.** Bids must be received in the City Clerk’s Office before that time. ***Bids will be opened in the City Clerk’s Office at the Bid Deadline/Time.*** 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 Bid Forms will be made available for public review.

Bids shall be clearly titled. Copies of Bid Documents, Plans, and Specifications are available at no charge at: www.cityofvernon.org/planetbids.

It is the responsibility of all prospective bidders to register on the City’s PlanetBids website to ensure receipt of any addendum(a) issued for any bid specifications. Addenda for any project will be available on the City’s PlanetBids website at: www.cityofvernon.org/planetbids.

The City reserves the right to reject as nonresponsive any bid that fails to include the information require by any addendum(a) posted on the City’s PlanetBids website.

Pre-Bid Meeting:

A pre-bid meeting to answer any questions regarding the project plans and specifications is scheduled for June 15, 2022 at 10:00 a.m. at 4755 District Boulevard, Vernon, California. This meeting is to answer any questions regarding the project plans and specifications.

Attendees must adhere to the State and local guidelines regarding COVID-19, including applicable industry guidelines for construction sites. Attendance is mandatory.

City of Vernon Contact Person: Vernon Public Utilities
Attention: Mark Aumentado, P.E.
Phone: (323) 583-8811 Ext. 309
Email: maumentado@cityofvernon.org

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bidder fails to meet the essential requirements for qualification.

General Scope of Work:

Contractor shall furnish labor, materials, equipment, services, and specialized skills to perform work involved in the Project. The Work in the Bid is defined in the Project Drawings and Specifications and will generally include the following:

Demolition and proper disposal of two 500,000 gallon above ground steel reservoirs, 600 square foot building, and miscellaneous pipe material. Improvements to the site include new site security fence, entrance gates, and new asphalt. See Exhibit B for additional details.

Mandatory Qualifications for Bidder and Designated Subcontractors:

A Bid may be rejected as non-responsive if the Bid fails to document that Bidder meets the essential requirements for qualification. As part of the Bidder's Statement of Qualifications, each Bid must establish that:

Bidder satisfactorily completed at least one (1) prevailing wage public contracts in California; each comparable in scope and scale to this Project, within five (5) years prior to the Bid Deadline and with a dollar value in excess of the Bid submitted for this Project.

Other Bidding Information:

1. Contract Time: This Work must be completed within 100 calendar days from the date of commencement as established by the City's written Notice to Proceed.
2. Amount of Liquidated Damages: \$500.00 per calendar day.
3. Not In Use.
4. Not In Use.
5. Bidding Documents. Bids must be made on the Proposal Form contained herein.
6. Engineer's Estimate. An Engineer's Estimate of the cost of construction of this Work has been prepared. Said estimate is in the range of \$200,000.00 to \$250,000.00.
7. 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.
8. Contractor's License. At the time of the Bid Deadline and at all times during performance of the Work, including full completion of all corrective work during the Correction Period, Contractor must possess a California contractor's license or licenses, current and active, of the classification required for the Work, in accordance with the provisions of Chapter 9, Division 3, Section 7000 et seq. of the Business and Professions Code. In compliance with Public Contract Code Section 3300, the City has determined that the Bidder must possess the

following license(s): “General Engineering Contractor” Class A. The Bidder will not receive a Contract award if at the time of submitting the bid, the Bidder is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active. If the City discovers at the time of the Bid Deadline that Contractor is unlicensed, does not have all of the required licenses, or one or more of the licenses are not current and active, the City may reject the Bid, cancel the award, declare the Bid Bond as forfeited, keep the Bid Bond’s proceeds, and exercise any one or more of the remedies in the Contract Documents in addition to those provided by law.

9. Subcontractors’ Licenses and Listing. Bidders must list each Subcontractor whom the Bidder must disclose under Public Contract Code Section 4104 (Subcontractor Listing Law), and the Bidder must provide all of the Subcontractor information that Section 4104 requires (name, address, license number, and portion of the Work). An inadvertent error in the license number will not be considered nonresponsive if it is corrected within 24 hours after the bid opening. In addition, the City requires the Bidder to list the dollar value of each Subcontractor’s labor or services. The City reserves the right to review and disqualify any proposed Subcontractor. The City’s disqualification of a Subcontractor does not disqualify a Bidder. In such case, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor— without an adjustment of the Bid Amount. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor’s license must be current and active for the portion of the Work listed and shall hold all specialty certifications required for such Work.

10. Permits, Inspections, Plan Checks, Governmental Approvals, Utility Fees and Similar Authorizations. Unless specified otherwise, all Governmental Approvals and Utility Fees shall be obtained and paid for by Contractor and will be reimbursed based on Contractor’s actual direct cost without markup.

11. Bid Forms and Security: Each Bid must be made on the Bid Forms obtainable at the Public Utilities Department. Each Bid shall be accompanied by a cashier’s check or certified check drawn on a solvent bank, payable to “City of Vernon,” for an amount equal to ten percent (10%) of the total maximum amount of the Bid. Alternatively, a satisfactory corporate surety Bid Bond for an amount equal to ten percent (10%) of the total maximum amount of the Bid may accompany the Bid. Said security shall serve as a guarantee that the successful Bidder will, within fifteen (15) calendar days after the date of the award of the contract, enter into a valid contract with the City for said Work in accordance with the Contract Documents.

12. Bid Irrevocability. Bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

13. Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of securities for withheld funds is permitted in accordance therewith.

14. Prevailing Wages. This Project is a “public work” as defined in California Labor Code Section 1720. Contractor awarded this Contract and all Subcontractors of any tier shall not pay less than the minimum prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Work. The Director of Industrial Relations of the State of California, pursuant to the California Labor Code, and the rates determined by the California Director of Industrial Relations are available online at www.dir.ca.gov/DLSR/PWD/.

15. Payroll Records. Pursuant to SB 854, Contractor and any Subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

16. Registration with the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

Carlos Fandino
City Administrator

Dated: _____ (Approved as to form by the City Attorney's Office)

Published: _____

INSTRUCTION TO BIDDERS

City of Vernon
Instructions for Bidders
Project: Pumping Plant Demolition and Site Improvements
for the Public Utilities Department

City personnel with whom prospective bidders will deal with are:

Mark Aumentado, P.E., Vernon Public Utilities, 4305 Santa Fe Avenue, Vernon, CA 90058
(323) 583-8811 Ext. 309.

Bid opening date and time: Tuesday, June 28, 2022 @ 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

The bid 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.

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 bids shall remain open and valid for ninety (90) calendar days after the Bid Deadline.

1. CONTRACTORS LICENSE

The Bidder must possess a valid State of California Contractors License and must list type in the classification(s) specified in the Notice Inviting Bids at the time of the Bid Deadline and at all times during the performance of the Work, except as otherwise provided in California Business and Professions Code Section 7028.15.

2. INTERPRETATION OF BIDDING DOCUMENTS, SPECIFICATIONS AND ADDENDA

- A. If any Bidder contemplating submitting a Bid is in doubt as to the true meaning of any part of 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 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 City's Contact Person identified in the Notice Inviting Bids.

Any interpretation or correction will be made only by Addendum issued by the City and a copy of such Addendum will be delivered to all Interested Bidders of record.

Any Addenda so issued must be acknowledged in the Bid and the cost of performing Work described in 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 Drawings or Specifications, 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.

3. **OBTAINING DRAWINGS AND 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 Specifications ("Interested Bidders"). Only Interested Bidders will receive Addenda, if so issued.

4. **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 Specification Number 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 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.

5. **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.

6. **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 project in accordance with the requirements of the Contract. The cost of all mobilization, preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the various project sites must be included in the various bid items, and no extra compensation will be paid to Contractor.
- 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 labor, materials, and equipment and to perform the Work. 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."

7. **BID SECURITY**

- A. Each Bid shall be accompanied by cash or a cashier's check or a certified check, drawn on a responsible bank doing business in the United States payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as a principal and a California admitted surety company (as defined by California Code of Civil Procedure §§995.120 and 995.311) as surety ("Bid Security").
- B. 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.
- C. Bid Security shall be in an amount not less than 10% of the Base Bid. Any Bid submitted without Bid Security will be rejected as non-responsive. The Bid Security shall be given as a guarantee that the successful Bidder will execute the Contract and will provide the insurance, bonds and other required forms within fourteen (14) calendar days after award of the Contract. Bidders will be entitled to return of Bid Security except when a successful Bidder forfeits its Bid Security. A forfeit may occur, for example, if the successful Bidder withdraws its Bid prior to the expiration of ninety (90) calendar days after award of the Contract; attempts to withdraw its Bid when the requirements of Public Contract Code § 5101 *et seq.* are not met; or refuses or fails to execute the Contract and provide the required bonds, insurance or certificates within fourteen (14) calendar days after award of the Contract. In any one or more of these events, if City awards the Contract for the Work to the next lowest responsible Bidder, the amount of the original lowest Bidder's security shall be applied to the Contract Price differential between the lowest Bid and the second lowest Bid. Any surplus will be returned to the original

lowest Bidder. If the City rejects all other Bids presented and re-advertises, the lowest Bidder's Bid Security may be used to offset the City's cost of re-advertising and receiving new Bids. In that case, the surplus if any, will be returned to the original lowest Bidder.

- D. The Bid Security shall be held for ninety (90) calendar days after the award of the Contract or until posting by the successful Bidder of the payment and performance bonds, proof of insurance, return of executed copies of the Contract and necessary certification(s), whichever first occurs, after which time the Bid Security will be returned to all Bidders.
- E. If a Bid Bond is to be submitted, Bidder shall use the form entitled "Bid Bond" contained in the Bidding Documents, which Bid Bond shall be properly executed and acknowledged by the Bidder and by a corporate surety authorized to transact such business in the State of California.
- F. Any alteration of said form of Bid Bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the Bid under which the Bid Bond is submitted.

8. **BIDDER'S AND SPECIALTY CONTRACTORS' 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." Bidder shall satisfy the mandatory qualifications described in the Specialty Contractors' Statements of Qualifications applicable to such Work and submit the completed forms with the Bid. Notwithstanding the provisions of Paragraph 22 herein, the Bidder's Statement of Qualifications shall not be public records. All information required by a Bidder's or Specialty Contractor Statement of Qualifications shall be completely and fully provided. If no information is to be filled in a blank space, then write "none." Any Bid not accompanied by a Bidder's Statement of Qualifications form completed with all information required may render the Bid non-responsive. If the City determines that any information provided by a Bidder in the Bidder's Statement of Qualifications is false or misleading, or is incomplete so as to be false or misleading, the City may reject the Bid submitted by such Bidder as being non-responsive.
- 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 including, but not limited to, the experience of the Bidder in construction of public buildings 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 construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the Bidder's performance of the work.

9. DESIGNATION OF SUBCONTRACTORS

- A. Subcontractor Listing. On the Designation of Subcontractors form, the Bidder shall list each Subcontractor whom the Bidder must disclose under the Subletting and Subcontracting Fair Practice Act, Public Contract Code Section 4104. The Bidder shall provide: each Subcontractor's name, the trade and type of work that the Subcontractor will perform, the location (address) of the Subcontractor's place of business, each Subcontractor's license number, and the dollar value of each Subcontractor's labor or services. If additive Alternate Bid Items are included in the Bidding Documents, the Bidder shall identify each Subcontractor performing additive Alternate Bid Items, when such Work or the combination of base Contract Work and Alternate Work exceeds one-half of one percent of the total Bid Amount.
- B. Subcontractors' Licenses. At the time of the Bid Deadline and at all times during performance of the Work, each listed Subcontractor shall possess a current and active California Contractor's license appropriate for the portion of the Work listed for such Subcontractor, and hold all specialty certifications required for such Work.
- C. Disqualification of a Subcontractor. The City has the right to review the suitability and qualifications of any Subcontractor proposed by the Bidder. As part of this review, the City may request a Bidder to submit additional information about one or more of the listed Subcontractors including, but not limited to a statement detailing the Subcontractor's experience with pertinent information as to similar projects and other evidence of the Subcontractor's qualifications. If requested, the Bidder shall provide the information to the City within the time specified in the City's written request. After due investigation, if the City has a reasonable objection to any proposed Subcontractor, the City may, before giving the notice of award, require the apparent successful Bidder to submit an acceptable substitute. The City's disqualification of a Subcontractor does not disqualify a Bidder. However, prior to and as a condition to award of the Contract, the successful Bidder shall substitute a properly licensed and qualified Subcontractor without an adjustment of the Bid Price.
- D. Work of Subcontractors. The organization or arrangement of the Specifications and Drawings do not limit the extent of the Work for the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid or from sub-bids, which is reasonably inferable from the Contract Documents, will not be a basis for adjustment of the Contract Price or the Contract Time.

- E. Ineligible Subcontractors. The successful Bidder is prohibited from performing Work on the Project with any Subcontractor who is ineligible to perform work on a public works project pursuant to California Labor Code Sections 1777.1 or 1777.7. In submitting its Bid, the Bidder certifies that it has investigated the eligibility of each and every listed Subcontractor and has determined that none is ineligible to perform work pursuant to the above code provisions.

10. CONTRACTOR'S AFFIDAVIT OF NON-COLLUSION

An Affidavit of Non-Collusion in the form provided by the City 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.

11. 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.

12. EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK

- A. The Bidder shall examine carefully the site of the Work contemplated and the Drawings and Specifications. The submission of a Bid will be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Drawings, Specifications, and other Contract Documents. The Bidder shall ascertain the locations of the existing utility services, and other underground facilities, and provide for carrying out its operations so as to cause the minimum possible inconvenience to the occupants of properties along any streets affected. All Work and costs involved in the safeguarding of the properties of others shall be at the expense of the Bidder to whom the Contract may be awarded.
- B. The Bidder hereby certifies that it has examined the local conditions, has read each and every clause of the Contract Documents, and that it has included all costs necessary to complete the specified Work in its Bid prices, and the Bidder agrees that if it is awarded the Contract, it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any of the provisions of the Contract. Should the conditions turn out otherwise than the Bidder anticipated, the Bidder agrees to assume all risks incident thereto.

13. **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. Payment at the prices agreed upon will be in full for the completed Work and will cover materials, supplies, labor, tools, equipment, and all other expenditures incident to a satisfactory compliance with the Contract, subject to all applicable provisions in the Contract and General Conditions.

14. **PERMIT FEES**

(Optional) If provided in the General Conditions, Contractor shall be reimbursed for the actual direct cost of all Permit Fees, as defined in Paragraph 1.01 and addressed in 1.03 of the General Conditions. Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid sum; Base Bid sum shall include the cost of administration and coordination for all Governmental Approvals and Utility Fees.

15. **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 fourteen (14) calendar days from the date of the Notice to Proceed. Bidder shall refer to the appropriate provisions of the General Conditions for additional information regarding substitutions. Authorization of a substitution is solely within the discretion of the City.

16. **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.

17. **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, 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.

18. **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 Public Utilities Department, 4305 Santa Fe Avenue, Vernon, CA 90058 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 20 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. As part of the Bidder's Statement of Qualifications each Bidder must establish that it, as the current entity: (1) has successfully completed at least one (1) similar projects involving similar work within the last five (5) years with a cost equal to or in excess of the Bidder's Bid; and (2) has successfully completed at least three (3) public works projects.
2. **Responsive Bid.** A responsive Bid is a Bid which conforms, in all material respects, to the Bidding Requirements and Contract 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 Contract 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 performance of the Work covered by the Bid including, but not limited to, the experience of the Bidder in construction of public works 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 construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors which could affect the Bidder's performance of the Work.

19. 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.

20. BASIS OF AWARD

- A. A Contract will be awarded to the lowest responsive and responsible Bidder meeting all requirements set forth in these Bidding Documents.

The City will award the Contract based on the lowest Base Bid including all alternates.

- 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.

21. EXECUTION OF CONTRACT

Within fourteen (14) calendar days after being notified by City that it has been awarded the Contract, Contractor shall deliver to the City the following documents:

- A. Two (2) copies of the Contract in the form included herein, properly executed by Contractor and, if Contractor is a corporation, evidence of its corporate existence and that the persons signing the Contract are authorized to do so. All signatures must be notarized.
- B. Properly executed copies of the (a) Performance Bond, (b) Labor and Material (Payment) Bond and (c) Maintenance Bond in accordance with the requirements set forth in Article 13 of the General Conditions and in the form shown on Exhibits A1, A2 and A3 attached thereto. All signatures must be notarized.
- C. Properly executed policies of all of the following: (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 Contract and return one (1) of said two (2) copies to

Contractor for its files.

22. PUBLIC RECORDS

City seeks to conduct its business openly. Except as set forth in paragraph 8.A., 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 to be 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.

23. PREVAILING WAGE RATES AND EMPLOYMENT OF APPRENTICES

A. Prevailing Wage Rates. The Bidder and all Subcontractors shall utilize the relevant prevailing wage rate determinations in effect on the first advertisement date of the Notice Calling for Bids in preparing the Bid Proposal and all component price quotations, provided, however, that when Davis Bacon wage rates apply, such rates are subject to increase by written notice, issued by Addendum not less than 10 calendar days before the Bid Deadline. Pursuant to California Labor Code Section 1770 *et seq.*, the Director of the Department of Industrial Relations of the State of California and the United States Secretary of Labor have determined the general prevailing wage rates in the locality in which the Work is to be performed. Said rate schedules are available on the Internet at www.dir.ca.gov/DLSR/PWD/. The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. To comply with California Labor Code Section 1773.2, Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall also comply with the requirements of California Labor Code Sections 1773 *et seq.*

- B. Apprenticeship Committee Contract Award Information. Pursuant to California Labor Code § 1777.5 and Title 8 of the California Code of Regulations § 230, Contractor and Subcontractors of any tier who are not already approved to train by an apprenticeship program sponsor shall, within ten (10) calendar days of signing the Contract or subcontract, as applicable, but in any event prior to the first day in which Contractor or Subcontractor has workers employed on the Project, submit the Public Works Contract Award Information form (DAS Form 140) to the appropriate local apprenticeship committees whose geographic area of operation include the area of the Project and who can supply apprentices to the Project. City reserves the right to require Contractors and Subcontractors to submit a copy of said forms to the City.
- C. 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) 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.
- D. Notice to Subcontractors. Bidders shall notify all potential Subcontractors submitting price quotations for portions of the Work of the requirements concerning payment of prevailing wage rates, payroll records, hours of Work, and employment of apprentices.

24. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)**

No contractor or subcontractor may be listed on a bid proposal for a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless currently registered and qualified (including payment of any required fee) with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

25. **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. Prevailing Wage Where Applicable. Upon request, certified payroll documents shall be provided to the City.

B. 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. Contractors 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. Contractor certifies and represents that during the performance of this Contract, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their age 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. Contractor certifies that it will not maintain any segregated facilities.

Contractor 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.*). Contractor shall require like compliance by all Subcontractors employed on the Work.

26. **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 Contract 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 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]

BID FORMS

BIDDER'S PROPOSAL

The undersigned submits this Bid in response to the Notice Inviting Bids issued by the City to construct the Work of the following Project in accordance with the Contract Documents:

PROJECT: Pumping Plant Demolition and Site Improvements, Specification No. (LP-0737)

A. Enclosed herewith and by this reference incorporated herein and made a part of this Bidder's Bid are the following completed forms:

1. Bidder's Proposal
2. Schedule of Bid Prices
3. Incumbency Certificate
4. Bid Security in the following form (*check one*):

☐ Cashier's Check

☐ Certified Check

☒ Bid Bond

☐ Cash

5. Bidder's Statement of Qualifications
6. Experience Form
7. Statement of Violations of Federal, State or Local Law, if applicable
8. Contractor Safety Questionnaire
9. Designation of Subcontractors
10. Contractor's Affidavit of Non-Collusion
11. Insurance Requirements Affidavit
12. Statement of Disqualification or Debarment
13. Pre-Bid Site Inspection Certification

B. Acknowledgment of Addenda. The Bidder shall acknowledge the receipt of all Addenda by attaching a signed copy of all Addenda, and by listing all Addenda received and attached in the space below.

1

If an Addendum or Addenda have been issued by the City and not attached and noted above as being received by the Bidder, the Bid may be rejected.



VERNON PUBLIC UTILITIES

4305 S. Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

June 15, 2022

NOTICE TO BIDDERS – ADDENDUM NO. 1

PUMPING PLANT DEMOLITION AND SITE IMPROVEMENTS

This notice shall be considered as Addendum No. 1 to the Request for Bids for Pumping Plant Demolition and Site Improvements. This addendum modifies the original Request for Bids as noted below. All other portions of the Request for Bids not specifically mentioned in the Addendum, remain in force.

Bidder's Proposal:

In the BIDDER'S PROPOSAL, Item 3 was modified. Replace page 31 of the SCHEDULE OF BID PRICES in its entirety with the following page(s):



John Scheck - President

6-24-22
Date

- C. Inspection of the Work and Contract Documents. Bidder certifies that it has carefully examined and is fully familiar with all of the provisions of the Bidding Documents and said Bidding Documents contain sufficient detail regarding the Work to be performed; that it has notified City of any errors or omissions in the Bidding Documents and/or any unusual site conditions; and that it has carefully checked all words, prices, and statements in this Bidding Document. Bidder hereby certifies that he/she and his/her Subcontractors have inspected the site and related Drawings and Specifications of Work and fully acquainted themselves with all conditions and matters which may in any way affect the Work, time of completion or the costs thereof. Bidder also certifies he/she has observed the designated Contractor Work areas and access routes, if disclosed or shown, as part of the Work in this Contract.

PRE-BID SITE INSPECTION – CERTIFICATION:

Person(s) who inspected site of the proposed Work for your firm:

Name: Nort Colborn Date of Inspection 06/15/2022

Title: Estimator

Name: _____ Date of Inspection _____

Title: _____

D. Bidder agrees that all costs of Work shown in the Bidding Documents, including work reasonably inferable therefrom and necessary thereto, are included in his/her Bid. All Work shown in the Contract Documents for which a specific line item is not provided in the Bidding Form is included in the Bidder's Total Base Bid Price.

Contractor shall be reimbursed for the actual direct cost of all Permit Fees, if any, as defined in Paragraph 1.01 and addressed in Paragraph 1.03 of the General Conditions. Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid sum; Base Bid sum shall include the cost of administration and coordination of Governmental Approvals and Utility Fees. Bidder agrees that City will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

E. Forfeiture of Bid Security. Bidder further agrees that, in case of his/her default in executing the required Contract and the required bonds, or furnishing the required insurance, the money payable under the Bid Security accompanying this Bid shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the Bidding Documents.

F. Period of Irrevocability. Bidder agrees that this Bid shall remain open and shall not be withdrawn for a period of not less than ninety (90) calendar days from the date of award of Contract, or until rejected by the City, whichever period is shorter.

G. Bid Dispute Indemnification. In the event of a Bid dispute based upon the Bidder's submission of this Bid and the City 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.

The Bidder declares that neither he/she nor any member of his/her firm or corporation is an officer or employee of the City of Vernon.

I hereby certify under penalty of perjury under the laws of the State of California that the representations made herein are true and correct.

Executed this 24th day of June, 2022 at Ventura, CA.
City State

Bidder's Proposal
Respectfully Submitted

NAME OF BIDDER

COMPANY
NAME: **J.D.M.L., Inc. dba Standard Industries**

ADDRESS: **1905 Lirio Avenue**
Ventura, CA 93004

CONTACT PERSON: **Nort Colborn**

TELEPHONE NUMBER: **805-643-6669**

E-MAIL: **NORT@STANDARD1.COM**

CALIFORNIA STATE CONTRACTOR'S LICENSE NUMBER: **702530**

EXPIRATION DATE: **02/28/2023**

TAX IDENTIFICATION NO.: **93-0989523**

SURETY COMPANY: **Merchants Bonding Company**

All Bid forms must be signed where so indicated by the person or persons duly authorized to sign on behalf of the Bidder. By signing the Bid, the person signing is deemed to represent that he or she has authority to bind the Bidder. Failure to sign the Bidder's Proposal may invalidate the Bid.

BIDDER'S PROPOSAL – SIGNATURE(S):

Form of Entity of Bidder:

Please check the appropriate signature block below and fill in all related information.

☐

Sole Proprietorship:

Name: _____

Title: _____

Signature: _____

List all d/b/a's: _____

☐

Partnership:

☐

General Partner

☐

Limited Partner

Name: _____

Title: _____

Signature: _____

☒

Corporation:

State of Incorporation: Ventura County, California

Address: 1905 Lirio Ave. Ventura CA 93004

Name: **John Scheck**

Corporate Officer Title: **President**

Signature: _____

Corporate Seal

☐

Joint Venture:

☐

Corporation

☐

Partnership

☐

Individual

☐

Other _____

Name: _____

Title: _____

Signature: _____

Name of all Joint Venturers: _____

[If the Bidder is a corporation or a limited liability company, enter state or county of incorporation in addition to the business address and include an incumbency certificate executed by a Secretary thereof in the form set forth herein listing each officer with signing authority and his/her corresponding office. If the Bidder is a partnership or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the Bidder under the Bid and under any contract arising therefrom. Attach evidence to the Bid Proposal Form that the individual signing has authority to do so.]

SCHEDULE OF BID PRICES

PROJECT: Pumping Plant Demolition and Site Improvements, Specification No. (LP-0737)

BIDDER'S NAME: J.D.M.L., Inc. dba Standard Industries

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Project including all Addenda (attach signed copies), Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

three hundred ninety-seven thousand six hundred thirteen Dollars (\$ **397,613**)

Item No.	Description	Units	Quantity	Unit Cost	Amount
1	Mobilization and Demobilization	LS	1		\$8,000
2	Demolish two 500,000 gallon steel reservoirs, pump house building, structure foundations, and associated pipe materials and appurtenances	LS	1		\$70,670
3	Remove all existing AC pavement and CMB. Install new CMB and new AC pavement as shown on the grading plans.	LS	1	85,000	\$85,000
4	Remove existing perimeter chain link fence and gates	LS	1	950	\$950
5	Install new perimeter security fence system and gate	LS	1		\$232,993
Bid Total	\$ 397,613				
Written Amount	\$ three hundred ninety-seven thousand six hundred thirteen dollars				

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 project per specifications, and all other applicable standards and codes are considered to be included in the above bid items.


If there is a discrepancy between (1) the "Grand Total" shown immediately above, (2) any of the "total costs" shown in the far right column above, or (3) the individual Unit Price, then the Unit price shall control over the total cost, and the total cost shall control over the total. If, however, 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.

Bidder shall exclude the cost of Permit Fees from Bidder's Base Bid sum; Base Bid sum shall include the cost of administration and coordination of Governmental Approvals and Utility Fees.

Bidder acknowledges that determination of the lowest Bid will be based on the combined total of the amounts entered below for the Base Bid plus all of the listed Bid Alternate items, and that once the low bid is determined on this basis, the City will be free to select Bid Alternates for inclusion in the Work in any order or combination, or to reject any or all Bid Alternates.

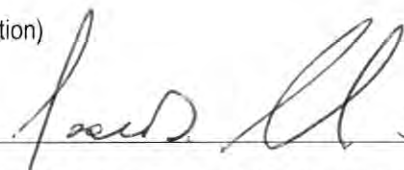
Respectfully submitted:

 **John Scheck**
Signature
President
Title
702530
License Number

1905 Lirio Avenue Ventura CA 93004
Address
6-24-22
Date
02/28/2023
Date of Expiration

(SEAL - if Bid is by a corporation)

Attest

 **JOSEPH SCHECK** / SECRETARY 6/24/22

Amount of Certified or Cashier's Check or Bid Bond **Not to exceed 10 Percent of the Total amount Bid**

Merchants Bonding Company

Name of Bonding Company

INCUMBENCY CERTIFICATE

Print legibly the names and title of the president and all officers of the Company who are authorized to sign the Bid Forms:

PRESIDENT'S & OFFICERS' NAME:

John Scheck

Joseph Scheck

Lennie Scheck

TITLE:

President

Secretary

Treasurer

The undersigned hereby certifies to the City of Vernon that he/she is the duly elected and acting Secretary of J.D.M.L., Inc. dba Standard Industries (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named above are the duly elected, qualified and acting officers of the Company, holding on the date hereof, the titles and positions set forth opposite their names and are authorized to sign the Bid Forms.

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this 24th day of June, 2022

Joseph Scheck

Secretary's Name-Printed

Secretary's Signature

Bond No.: MBC01138

Premium Amount: \$ N/A

Bond's Effective Date: 6/23/2022

BID BOND

Bid Bond Number: MBC01138

RECITALS:

1. The City of Vernon, California ("City"), has issued a Notice Inviting Bids for the Work described as follows:
Specification No. LP09737 : Pumping Plant Demolition and Site Improvements in Vernon, CA. ("Project").
2. In response to the Notice Inviting Bids, JDML, Inc., dba Standard Industries
(Name, address, and telephone of Contractor)
1905 Lirio Avenue, Ventura, California 93004 (805) 643-6669 ("Principal"),
has submitted the accompanying Bid for the Project.
3. Principal is required under the terms of the Specification—and all Bidding Documents referenced in it—to furnish a bond with the Bid.
4. The Specification, including all its amendments and supplements, and Principal's Bid are incorporated into this Bond and made a part of it by this reference.

OBLIGATION:

THEREFORE, for value received, We, Principal and

Merchants Bonding Company (Mutual)

(Name, address, and telephone of Surety)

6700 Westown Parkway, West Des Moines, 50266 (800) 678-8171

("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 Not to exceed ten percent of the bid amount*****
Dollars (\$ Not to exceed 10% of the bid amount*****) ("the Bonded Sum"), this amount comprising not less than TEN PERCENT (10%) of Principal's Base Bid, in lawful money of the United States of America.

The Licensed Agent for Surety is:

Edgewood Partners Insurance Center, 10877 White Rock Rd., Ste. 300, Rancho Cordova, CA 95670 (916) 974-4614

(Name, address, and telephone)

Registered Agent's California Department of Insurance License No. OB29370

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if: (1) Principal does not (a) withdraw its Bid for the period specified in the Bidding Documents, or if no period is specified for ninety (90) calendar days after City awards the Contract for the Project, or (b) attempt to withdraw its Bid when the requirements of California Public Contract Code §5101 *et seq.*, or any successor legislation, are not met; or (2) City awards Principal the Contract in response to Principal's Bid, and within the time and manner specified by the Specification or Contract Documents or if no period is specified within fourteen (14) calendar days after the Contract's award, Principal (a) signs and delivers to City the Contract, in accordance with the Bid as accepted, (b) furnishes the required bonds for not only Principal's faithful performance and proper fulfillment of the Contract, but also Principal's payment for labor and materials used in the Project, and (c) furnishes the required insurance, 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. Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon City's awarding the Contract to Principal, the Principal will enter into the Contract with City.
2. No right of action accrues on this Bond to any entity other than City or its successors and assigns.
3. 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.
4. 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.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: June 23, 2022

PRINCIPAL:

JDML, Inc., dba Standard Industries

(Company Name)

[Signature]

(Signature)

By: John Scheck

(Name)

Its: President

(Title)

SURETY:

Merchants Bonding Company (Mutual)

(Company Name)

[Signature]

(Signature)

By: Sandra R. Black

(Name)

Its: Attorney-in-Fact

(Title)

Address for Serving Notices or Other Documents:

JDML, Inc dba Standard Industries

1905 LIRIO AVENUE

VENTURA CA 93004

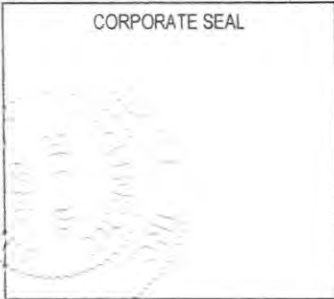
Address for Serving Notices or Other Documents:

Merchants Bonding Company (Mutual)

PO Box 14498

Des Moines, IA 50306-3498

CORPORATE SEAL



CORPORATE SEAL



- 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.

BOND ACKNOWLEDGMENT
FOR
SURETY'S ATTORNEY-IN-FACT

Please see attached California All-Purpose Notary
Acknowledgment for Sandra R. Black

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

SEAL

ACKNOWLEDGMENT

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 Ventura)

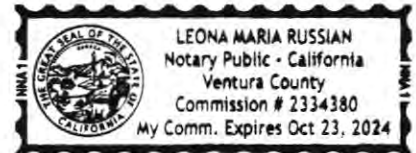
On 6/24/2022 before me, Leona Maria Russian, Notary Public
(insert name and title of the officer)

personally appeared John Scheck,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Sacramento }

On 6/23/2022 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Sandra R. Black

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Chelsea Nielson; Erin Johnson; Jonathan Russell; Robin L Amstutz; Sandra R Black; Stella Winterbourne

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law,

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of March, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23 day of June, 2022.



William Warner Jr.
Secretary

BIDDER'S STATEMENT OF QUALIFICATIONS

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 34

1.2 How many years has your organization been in business under its present name? 34

1.2.1 Under what other names has your organization operated?

NONE.

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation/organization: 12/15/1988

1.3.2 State of incorporation/organization: California

1.3.3 Corporate ID number: C1631763

1.3.4 Name of President: John Scheck

1.3.5 Agent for Service of Process: John D. Scheck

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization/formation: N/A

1.4.2 Type of partnership (if applicable): N/A

1.4.3 Name(s) of general partner(s): N/A

1.4.4 List all states in which you are registered and state ID numbers for each:

N/A

1.5 If your organization is individually owned, answer the following:

1.5.1 Date of organization: N/A

1.5.2 Name of owner: N/A

1.6 If the form of your organization is other than those listed above, describe it and name the principals: N/A

2. LICENSING

- 2.1 List jurisdictions in which your organization is legally qualified to do business, indicate registration or license numbers, and category of license, if applicable.

California State Contractor's Board - 702530 - A, C-21, HAZ

- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Ventura County

- 2.3 List any licensing suspensions and/or violations assessed against your organization within the past five years.

NONE.

3. EXPERIENCE

- 3.1 List the categories of Work that your organization normally performs with its own personnel. Demolition and Grading
-

- 3.2 On the Experience Form, list the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

- 3.3 On a separate sheet, list projects to which your firm or business has been awarded a government contract since your firm or business has been in existence (giving the name and address of the project, the government agency, contact name and phone number, the contract amount, and contract's starting date and ending date).

- 3.4 On a separate sheet, list the experience and present commitments of the key individuals of your organization.

4. CLAIMS; LAWSUITS; CRIMINAL ACTS

For the following questions, the term "owner" does not include owners of stock in your firm if your firm is a publicly-traded corporation.

- 4.1 In the past five (5) years, have, you, your firm or any of its owners, partners, officers, or employees been a defendant in court, or participated in an arbitration or mediation, on a matter related to:

4.1.1 The performance, non-performance, default, violation, or breach of a contract or agreement?

☐ YES ☒ NO

4.1.2 A vehicle collision or accident involving your firm's employees?

☐ YES ☒ NO

4.1.3 Damage to real property arising out of your services or operations?

☐ YES ☒ NO

4.1.4 Employment-related litigation brought by an employee of your firm?

☐ YES ☒ NO

4.1.5 Payment to a subcontractor or supplier?

☐ YES ☒ NO

4.1.6 Defective, deficient, or substandard work?

☐ YES ☒ NO

If the answer to any questions in 4.1.1 to 4.1.6 is YES, identify the name of the person or entity that sued (i.e., "the plaintiff") or was involved in the mediation or arbitration; list the date, court, court address, and case number; describe the facts and circumstances giving rise to the lawsuit, mediation, or arbitration; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.2 Have you or your firm ever filed a claim for damages or a lawsuit, or requested arbitration or mediation, against a government entity or a Client?

☐ YES ☒ NO

If YES, identify the government entity or client; list the date, court and case number; describe the facts and circumstances about the claim for damages, or the lawsuit, or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

4.3 Are there any pending or outstanding judgments or liens against you, your firm, or any of its owners, partners, officers, or employees?

☐ YES ☒ NO

If YES, identify the name of the person or entity entitled to payment; list the date court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets if necessary.

4.4 In the past five (5) years, has any government entity ever: (a) investigated, cited, disciplined,

or assessed any penalties against you, your firm, or any of its owners, partners, officers, or employees, or (b) determined or concluded that your firm or any of its owners, partners, officers, or employees violated any laws, rules, or regulations?

☐ YES ☒ NO

If YES, identify the government entity; list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.5 In the past five (5) years, have you, your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract, or the performance of a government contract? ("Convicted" includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.)

☐ YES ☒ NO

If YES, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.6 In the past five (5) years, have you, your firm, or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, or receiving stolen property, or making or submitting a false claim?

☐ YES ☒ NO

If YES, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

- 4.7 Have you or, if Bidder is a corporation, any principal of the corporation ever been convicted of a felony?

☐ YES ☒ NO

If YES, please explain the details of that conviction and, if so, whether you or said officer have served his or her sentence.

- 4.8 In the past five (5) years, has a government entity determined or concluded that you, your firm, or any of its owners, partners, officers or employees made or submitted a false claim (including a false claim for payment), or made a material misrepresentation?

☐ YES ☒ NO

If YES, identify the government entity, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 4.9 Have you or your company ever been charged by any governmental agency for failure to follow safety procedures? If **YES**, please explain.

☐ YES ☒ NO

- 4.10 Has any governmental agency ever submitted a complaint against you or your firm to the California State Labor Commission for failure to submit certified payrolls? If your answer is "Yes", please provide the details of such complaint.

☐ YES ☒ NO

5. FIRM'S OPERATIONAL STATUS

- 5.1 In the past seven (7) years, has your firm, or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

☐ YES ☒ NO

If YES, list the filing date, identify the court and case number; describe the facts and circumstances giving rise to each instance; and set forth the disposition or current status. Attach additional sheets as necessary.

- 5.2 In the past five (5) years, has your firm had an consolidations, mergers, acquisitions, closings, layoffs or staff reductions?

☐ YES ☒ NO

If YES, list the filing date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 5.3 Is your firm in the process of, or in negotiations toward: (a) consolidating, merging, selling, or closing its business, or (b) laying off employees or reducing staff?

☐ YES ☒ NO

If YES, describe the transaction; list the anticipated date for completing the transaction, laying off employees, or reducing staff; and describe the facts, circumstances, and reason for taking the action. Attach additional sheets as necessary.

6. BIDDING; DEBARMENT; CONTRACT PERFORMANCE

- 6.1 Has a government entity ever debarred, disqualified, removed, suspended, or otherwise prevented you or your firm from bidding on, contracting, or completing a construction project?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance, and state the reason for the government entity's action against your firm. Attach additional sheets as necessary.

- 6.2. Has a government entity ever rejected your firm's Bid or Proposal on the ground that you or your firm is a "non-responsible" bidder or proposer?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, describe the facts and circumstances about each instance, and state the reason or basis for the government entity's determining that your firm was a "non-responsible" bidder. Attach additional sheets as necessary.

- 6.3. Have you or your firm ever failed to fulfill or perform – either partially or completely – a contract or an agreement with a government entity or a client?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.4. In the past five (5) years, have you or any officer or principal of your firm been an officer of another firm which failed to perform a contract or agreement?

☐ YES ☒ NO

If YES, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.5. Has your firm ever advised a government entity or a client, while your firm was under contract with the government entity or client, that your firm could not (or would not) fulfill or perform – either partially or completely – the contract or the agreement based on the prices that your firm had originally submitted in a Bid or a Proposal?

☐ YES ☒ NO

If YES, list the date, identify the name of the government entity or client, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.6. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to renegotiate one or more terms of the existing contract or agreement?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.7. Has your firm ever requested a government entity or a client, while your firm was under contract with the government entity or client, to: (a) cancel the contract or agreement, or (b) release or discharge your firm from the contract or agreement?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.8. Has a government entity or a client ever terminated, suspended, or non-renewed your firm's contract or agreement before its completion?

☐ YES ☒ NO

If YES, identify the name of the government entity, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.9. Has a government entity or a client ever notified or advised your firm that your firm's performance under a contract or agreement was poor, sub-standard, deficient, or non-compliant?

☐ YES ☒ NO

If YES, identify the name of the government entity or client, list the date, and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

- 6.10. In the past five (5) years, has your firm paid, or has your firm been assessed, liquidated damages on a contract or agreement?

☐ YES ☒ NO

If YES, identify all such contracts/projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment or payment of liquidated damages. Attach additional sheets as necessary.

7. INSURANCE AND BONDS

- 7.1. In the past ten years, has an insurance company or a surety company:

- 7.1.1. Refused to insure your firm for liability coverage?

☐ YES ☒ NO

- 7.1.2. Canceled or non-renewed your firm's insurance coverage?

☐ YES ☒ NO

- 7.1.3. Refused to issue your firm a bond?

☐ YES ☒ NO

7.1.4. Canceled or revoked a bond obtained by your firm?

☐ YES ☒ NO

If the answer to any questions in 7.1.1 to 7.1.4 is YES, identify the name of the insurance company or surety company, list the date, and describe the facts and circumstances about each instance. Attach addition sheets as necessary.

7.2 In the past ten (10) years, has an insurance company or surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims against a performance bond, payment bond, or maintenance bond issued on your firm's behalf?

☐ YES ☒ NO

If YES, identify each contract completed or amount of each claim, the name and telephone number of the claimant, the date, grounds and current status of the claim, and if resolved, the method, nature, and amount of the resolution. Attach addition sheets as necessary.

8. SURETY

8.1 If a performance and/or payment bond is required by this bid, identify the bonding company if arrangements for the bond have been made; if not, identify the bonding company for the Contractor's most recent project:

Merchants Bonding Company

8.2 Name and address of agent:

Edgewood Partners Insurance Center - Sandy Black (916)974-4614
10877 White Rock Rd., Suite 300, Rancho Cordova, CA 95670

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

I hereby certify under penalty of perjury under the laws of the state of California that the representation made herein are true and correct.

Signature of Bidder


J.D.M.L, Inc. dba Standard Industries
- John Scheck/President

BIDDER'S EXPERIENCE FORM

PROJECT NAME: Pumping Plant Demolition and Site Improvements

SPECIFICATION NO. Contract No. LP-0737

COMPANY NAME: J.D.M.L, Inc. dba Standard Industries

***Please use additional sheets if necessary

List below the project information that establishes that Bidder meets the essential requirements for qualification set forth in the Mandatory Qualifications paragraph of the Notice Inviting Bids for this Project.

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME AND AGENCY	ADDRESS	CONTACT NAME	CONTACT PHONE NUMBER
1	04/28/2021	05/20/2021	\$51,850	Hauck Mesa Storage Reservoir	Lavendar Point & N Berry Road, Escondido, CA 92026	Jonathan Hilbun	jhilbun@pachydro.com (951) 830-6280
				Pacific Hydrotech Corporation	314 E. 3rd St. Perris CA 92570		
2	03/02/2022	04/07/2022	\$70,265	Skyline Water Tank Replacement	395 Skyline Blvd. Millbrea, CA 94030	Carlos Aguilar	CAguilar@pachydro.com (951) 906-9458
				Pacific Hydrotech Corporation	314 E. 3rd St. Perris CA 92570		
3	02/07/2022	03/04/2022	\$98,721	Demolition of Reservoir Tower Tank No. 6858	51501 Tyler Street Coachella, CA 92236	Amer M. Hassouneh	AHassouneh@cvwd.org (760) 398-2651
				Coachella Valley Water District	75-515 Honey Lane E Palm Deset CA 92211		

All of the above statements as to experience are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder. I hereby certify under penalty of perjury under the laws of the state of California that the representation made herein are true and correct.

Signature of Bidder

Print name: John Scheck - President

State of California Contractor's License No. 702530

Contractor's License expiration date 02/28/2023

3.3 LIST OF GOVERNMENT PROJECTS

PROJECT NAME: Pumping Plant Demolition and Site Improvements

SPECIFICATION NO. Contract No. LP-0737

COMPANY NAME: J.D.M.L, Inc. dba Standard Industries

	CONTRACT START DATE	CONTRACT END DATE	CONTRACT \$ AMOUNT	PROJECT NAME AND AGENCY	ADDRESS	CONTACT NAME	CONTACT PHONE NUMBER
1	08/10/2020	10/07/2020	\$290,532	Chandler Well 12 & Croddy Well 14 Site Demolition	3120 S Croddy Way 4011 W Chandler Ave Santa Ana CA 92704	Karyn Igar	karyni@mesawater.org (949) 207-5452
				Mesa Water District 1	1965 Placentia Ave. Costa Mesa CA 92627		
2	02/26/2018	04/06/2018	\$498,721	San Clemente High School Upper Campus Demolition	700 Avenida Pico San Clemente, CA 92673	Josh Readman	dreadman@capousd.org (949) 234-9444
				Capistrano Unified School District	33122 Valle Road San Juan Capistrano CA 92675		
3	07/12/2021	09/07/2021	\$274,500	Well Site 3 Tank Removal	511 W 12th St Merced, CA 95341	Nicole Tabares	tabaresn@cityofmerced.org (209) 385-6860
				City of Merced	678 West 18th Street Merced CA 95340		



Demolition Contractors:
1905 Lirio Ave
Ventura, CA 93004
www.standard1.com

Departments and Job Descriptions

TITLE	NAME	YEARS EXPERIENCE	RESPONSIBILITES
President	John Scheck	50+years	Responsible for all yard and facility operations and the demolition division. Oversees all trading and purchasing functions.
Secretary	Joe Scheck	30+years	Responsible for all day to day operations of the business; including receiving and shipping, quality control; maintenance of all equipment and rolling stock.
Senior Project Manager	Randy Mayes	30+years	Responsible for all functions of the demolition division; including estimating and evaluating asbestos, lead and hazardous materials, bid analysis, safety consulting, project coordination. Reports to the president.
Project Manager	John Colborn	25+years	Responsible for all functions of the demolition division; including estimating and evaluating asbestos, lead and hazardous materials, bid analysis, safety consulting, project coordination. Reports to the president.
Treasurer	Lennie Scheck	30+years	Responsible for safe and efficient demolition operations at multiple job sites. Direct work crews as required.
Office Manager	Leona Russian	20+years	Responsible for maintaining company financial records, personnel files, banking, insurance, bonds, liens, compliance, etc. Reports to the president.

CONTRACTOR SAFETY QUESTIONNAIRE

Company Name: Standard Industries

Primary Type of Work: Demolition and Scrap Recycling

Person Completing Form: Jeff Corse

Title: EHS Manager Phone Number: 805-414-2269

Date: 6/16/2022

SAFETY PERFORMANCE

1. List your company's Interstate Experience Rating Modifier (ERM)¹ for the three most recent years.

20 21	.79
20 20	.81
20 19	.77

2. List your company's number of injuries/illnesses from your OSHA 300 logs for the three most recent years.

	20 19	20 20	20 21
a. Fatalities	0	0	0
b. OSHA recordable incidents	0	0	0
c. Lost work day incidents	0	0	0
d. Total lost work days	0	0	0
e. Total hours worked	94,826	93,726	67,200

3. Upon request from the City, the contractor(s) shall provide copies of the following items (a-g); and Items (d-g) for each listed Subcontractor

- | | |
|--|---|
| a). OSHA 300 logs for the most recent three years and current year-to-date | e). Training Plans |
| b). Verification of ERM from your insurance carrier | f). Training Certificates for Employees |
| c). Injury/Illness Report | g). Emergency Response Training |
| d). Complete written Safety Program | |

4. Company Safety Contact:

a. Name Jeff Corse

b. Phone 805-414-2269

¹ ERM = applies to workers' compensation policies. It compares the experience of this contractor to others of similar size, type and ratio. Used against annual premium. It has a direct correlation to how much the contractor pays in workers' comp premium.

CONTRACTOR SAFETY QUESTIONNAIRE (continued)

SAFETY PROGRAM

1. SAFETY PROGRAM DOCUMENTATION Circle One
- a. Do you have a written safety program manual? ☒ Yes ☐ No
1) Last revision date 04/19/2021
- b. Do you have a written safety field manual? ☒ Yes ☐ No
- c. Are all workers given a booklet that contains work rules, responsibilities, and other appropriate information? ☒ Yes ☐ No
2. POLICY AND MANAGEMENT SUPPORT
- a. Do you have a safety policy statement from an officer of the company? ☒ Yes ☐ No
- b. Do you have a disciplinary process for enforcement of your safety program? ☒ Yes ☐ No
- c. Does management set corporate safety goals? ☒ Yes ☐ No
- d. Does executive management review:
- | | |
|--|---|
| <input type="checkbox"/> Accident reports? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <input type="checkbox"/> Safety statistics? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <input type="checkbox"/> Inspection reports? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
- e. Do you safety pre-qualify subcontractors? ☒ Yes ☐ No
- f. Do you have a written policy on accident reporting and investigation? ☒ Yes ☐ No
- g. Do you have a light-duty, return-to-work policy? ☒ Yes ☐ No
- h. Is safety part of your supervisor's performance evaluation? ☒ Yes ☐ No
- i. Do you have a personal protective equipment (PPE) policy? ☒ Yes ☐ No
- j. Do you have a written substance abuse program? ☒ Yes ☐ No
If yes, does it include (check all applicable boxes):
- | | |
|--|---|
| <input checked="" type="checkbox"/> Pre-employment testing | <input type="checkbox"/> Return-to-duty testing |
| <input type="checkbox"/> Random testing | <input type="checkbox"/> Disciplinary process |
| <input type="checkbox"/> Reasonable cause testing | <input type="checkbox"/> Alcohol testing |
| <input type="checkbox"/> Post accident testing | <input type="checkbox"/> National Institute on Drug Abuse |
| <input type="checkbox"/> Panel Screen | |
- k. Does each level of management have assigned safety duties and responsibilities? ☒ Yes ☐ No

3. TRAINING AND ORIENTATION

- a. Do you conduct safety orientation training for each employee? ☒ Yes ☐ No
- b. Do you conduct site safety orientation for every person new to the job site? ☒ Yes ☐ No
- c. Does your safety program require safety training meetings for each supervisor (foreman and above)? ☒ Yes ☐ No
How often?
☒ Weekly ☐ Monthly ☐ Quarterly ☐ Annually ☐ Other _____
- d. Do you hold tool box/tailgate safety meetings focused on your specific work operations/exposures? ☒ Yes ☐ No
How often?
☒ Weekly ☐ Daily ☐ Other _____
- e. Do you require equipment operation/certification training? ☒ Yes ☐ No

4. ADMINISTRATION AND PROCEDURES

- a. Does your written safety program address administrative procedures? ☒ Yes ☐ No
- If yes, check which apply:
- | | |
|---|---|
| <input checked="" type="checkbox"/> Pre project/task planning | <input checked="" type="checkbox"/> Emergency procedures |
| <input checked="" type="checkbox"/> Record keeping | <input checked="" type="checkbox"/> Audits/inspections |
| <input checked="" type="checkbox"/> Safety committees | <input checked="" type="checkbox"/> Accident investigations/reporting |
| <input checked="" type="checkbox"/> HAZCOM | <input checked="" type="checkbox"/> Training documentation |
| <input type="checkbox"/> Substance abuse prevention | <input checked="" type="checkbox"/> Hazardous work permits |
| <input checked="" type="checkbox"/> Return-to-work | <input type="checkbox"/> Subcontractor prequalification |
- b. Do you have project safety committees? ☒ Yes ☐ No
- c. Do you conduct job site safety inspections? ☒ Yes ☐ No
How often?
☐ Daily ☐ Weekly ☒ Monthly ☐ Other _____
- Do these inspections includes a routine safety inspection of equipment (e.g., scaffold, ladders, fire extinguishers, etc.)? ☒ Yes ☐ No
- d. Do you investigate accidents? ☒ Yes ☐ No
How are they reported?
☒ Total company ☐ By superintendent
☐ By project ☐ By project manager
☐ By foreman ☐ In accordance with OSHA
- e. Do you discuss safety at all preconstruction and progress meetings? ☒ Yes ☐ No

- f. Do you perform rigging and lifting checks prior to lifting? ☒ Yes ☐ No
☐ For personnel ☒ For equipment ☐ Heavy lifts (more than 10,000 lbs.)

5. WORK RULES

- a. Do you periodically update work rules? ☒ Yes ☐ No
When was the last update? 4/19/2021

- b. What work practices are addressed by your work rules?

- | | |
|---|---|
| <input checked="" type="checkbox"/> CPR/first aid | <input type="checkbox"/> Access—entrances/stairs |
| <input type="checkbox"/> Barricades, signs, and signals | <input checked="" type="checkbox"/> Respiratory protection |
| <input type="checkbox"/> Blasting | <input checked="" type="checkbox"/> Material handling/storage |
| <input type="checkbox"/> Communications | <input type="checkbox"/> Temporary heat |
| <input checked="" type="checkbox"/> Compressed air and gases | <input checked="" type="checkbox"/> Vehicle safety |
| <input type="checkbox"/> Concrete work | <input checked="" type="checkbox"/> Traffic control |
| <input checked="" type="checkbox"/> Confined-space entry | <input type="checkbox"/> Site visitor escorting |
| <input checked="" type="checkbox"/> Cranes/rigging and hoisting | <input type="checkbox"/> Public protection |
| <input checked="" type="checkbox"/> Electrical grounding | <input checked="" type="checkbox"/> Equipment guards and grounding |
| <input type="checkbox"/> Environmental controls and Occupational health | <input type="checkbox"/> Monitoring equipment |
| <input checked="" type="checkbox"/> Emergency procedures | <input type="checkbox"/> Flammable material handling/storage |
| <input checked="" type="checkbox"/> Fire protection and prevention | <input type="checkbox"/> Site sanitation |
| <input type="checkbox"/> Floor and wall openings | <input checked="" type="checkbox"/> Trenching and excavating |
| <input checked="" type="checkbox"/> Fall protection | <input checked="" type="checkbox"/> Lockout/Tagout |
| <input checked="" type="checkbox"/> Housekeeping | <input checked="" type="checkbox"/> Energized/pressurized equipment |
| <input checked="" type="checkbox"/> Ladders and scaffolds | <input checked="" type="checkbox"/> Personal protective equipment |
| <input type="checkbox"/> Mechanical equipment/maintenance/pre-op checks/operation | <input checked="" type="checkbox"/> Tools, power and hand |
| <input checked="" type="checkbox"/> Welding and cutting (hot work) | <input checked="" type="checkbox"/> Electrical power lines |
| <input type="checkbox"/> Other _____ | |

6. OSHA INSPECTIONS

- a. Have you been inspected by OSHA in the last three years? ☒ Yes ☐ No
- b. Were these inspections in response to complaints? Yes ☒ No
- c. Have you been cited as a result of these inspections? ☒ Yes ☐ No

If yes, describe the citations (add additional sheets if necessary):

5 total violations were written. Various from recordkeeping and reporting and training,

All violations were corrected and submitted to Cal-OSHA and accepted.

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER: **J.D.M.L, Inc. dba Standard Industries**

Each Bidder must list, on the form provided on the next page, each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Drawings and Specifications, in an amount in excess of one-half of one percent of the Contractor's Base Bid Amount. Each Subcontractor must have an active and current license, and all requisite specialty certifications, when listed.

Bidder must provide the following information for EACH Subcontractor.

1. The name of the Subcontractor;
2. The trade and type of work that the Subcontractor will perform;
3. Location (address) of Subcontractor's place of business;
4. Subcontractor's license number; and any specialty licenses; and
5. Dollar value of the Work that the Subcontractor will perform.

Subletting or subcontracting of any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid to which no Subcontractor was designated in the original Bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the above provisions the Contractor may be in breach of this Contract and the City may exercise the option, in its own discretion, to (1) cancel this Contract, or (2) assess the Contractor a penalty in an amount not more than ten percent (10%) of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime Contract is awarded.

If the Contractor fails to specify a Subcontractor, or if the Contractor specifies more than one Subcontractor for the same trade or type of Work to be performed under the Contract in excess of one-half of one percent of the Contractor's Base Bid Amount, then the Contractor agrees that he/she is fully qualified to perform that Work himself/herself, and that he/she shall perform that Work himself/herself. If after award of Contract, the Contractor subcontracts any such Work, the Contractor will be subject to the statutory penalties.

DESIGNATION OF SUBCONTRACTORS FORM
IS ON THE FOLLOWING PAGE

STATE OF CALIFORNIA)
) SS
COUNTY OF Ventura)

John Scheck

- III

III

III

III

III

III

III

III


7. That the Contractor did not, directly or indirectly, submit the Contractor's Bid 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 to the City of Vernon, or to any person or persons who have partnership or other financial interest with said Contractor in his/her business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated this 24th day of June 2022 at Ventura, CA
Month/Year City State

J.D.M.L, Inc. dba Standard Industries

Contractor (Please Print)

 - John Scheck
Contractor's Signature

President

Title

CONTRACTOR'S SIGNATURE MUST BE NOTARIZED

ACKNOWLEDGMENT

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 Ventura

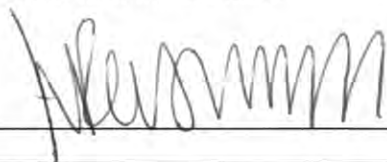
On 6/24/2022 before me, Leona Maria Russian, Notary Public
(insert name and title of the officer)

personally appeared John Scheck,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

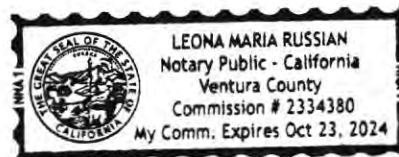
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



THE BIDDER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM
AND
THE BIDDER MUST SUBMIT THIS CERTIFICATION WITH THE BID FORMS.

I, the undersigned (Please check one box) ☐ underwriter ☒ agent, certify that I and the Contractor listed below have jointly reviewed the "Insurance Requirements" in these Bidding Documents and the Contract Documents. If the City of Vernon ("City") awards the Contractor the Contract for this project, I will be able—within fourteen (14) calendar days after the Contractor is notified of the Contract's award—to furnish the City with valid insurance forms (including one or more insurance certificates and additional insured endorsements) that fully meet all of the Insurance Requirements.

CB Specialty Insurance Services
Name of Insurance Company

6/17/2022
Date

Amy Cowan
Insurance Agent's Name (Printed)

Amy Cowan
Insurance Agent's Name

(signature) Amy Cowan

1800 19th Street
Address

Bakersfield
City

CA 93301
State Zip Code

661-283-8100
Telephone Number

cowan@cliffordandbradford.com
Email Address

J.D.M.L., Inc. dba Standard Industries
Contractor's Name

LP-0737
City Specification Number

Below State the Name of Insurance Company Providing Coverage:
DO NOT write "Will Provide," "To Be Determined," "When Required," or similar phrases.

National Union Fire Ins Co of Pittsburgh, PA
Commercial General Liability

National Union Fire Ins Co of Pittsburgh, PA
Automobile Liability

National Union Fire Ins Co of Pittsburgh, PA
Workers' Compensation Liability

City Will Purchase Policy, if required
Builders Risk

Pollution Liability

[NOTE TO CONTRACTOR: See "Insurance Requirements" EXHIBIT A4 of the Contract for the requirement of obtaining Pollution Liability Insurance.]

NOTE TO THE UNDERWRITER / AGENT: If the insurance forms that the Contractor submits to the City do not fully comply with the Insurance Requirements, and/or if the Contractor fails to submit the forms within the 14-day time limit, the City may: (1) declare the Contractor's Bid non-responsive, and (2) award the Contract to the next lowest responsible Bidder.

CERTIFICATE OF EQUAL OPPORTUNITY PRACTICES

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
(323) 583-8811

Website: www.cityofvernon.org

Article I. Affidavit of Equal Opportunity Employment &
Non-segregation (Form AA-1)

Article II. Vendor List Questionnaire (Forms AA-2 & 3)

In order to be placed to the City's vendor list and be eligible to receive City business, you must provide the following information except where indicated as "optional." By submitting this form you are declaring under penalty of perjury under the laws of the State of California and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company: J.D.M.L, Inc. dba Standard Industries

Business Telephone: 805-643-6669

Address: 1905 Lirio Avenue

City: Ventura State: CA Zip 93004

Contact Person Leona Russian E-mail Address LEONA@STANDARD1.COM
(optional)

Tax ID Number (or Social Security Number) 93-09898523

Remit Address (if different)

1905 Lirio Avenue, Ventura CA 93004

Please state clearly and concisely the type(s) of goods and services your company provides:

Demolition, Grading and Recycling

The following section is OPTIONAL and is for statistical reporting purposes only. Ownership (please check all that apply):

African-American____ Asian____ Armenian____ Hispanic____ Native American____
Disabled____ Female____

Project Workforce Utilization (Form AA-2)

This form is to be included in all bid documents for projects involving labor or services valued at \$25,000 or more.

Instructions: Please indicate the job titles/classifications to be used in the performance of this contract should it be awarded to your firm. Please indicate the number of employees in each job classification as well as the number of new hires, if any, as a result of this contract.

Name of Company: J.D.M.L, Inc. dba Standard Industries Project: Pumping Plant Demolition and Site Improvements, Specification No. (LP-0737)

Job Titles/Classification	Estimated number of existing staff to be employed in this classification if awarded the contract	Estimated number of new hires to be employed in this classification if awarded the contract
DEMOLITION LABOR	3	
DEMOLITION OPERATOR	1	
FENCING LABOR	4	
PAVING LABOR	4	
PAVING OPERATOR	1	
Are any current employees or potential new hires Vernon residents? If so, how many? NO.		

DESIGNATION OF SUBCONTRACTORS

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	Email Contact Information	Trade and Type of Work to be Performed	Business Location
Ben's Asphalt, Inc.	Daniel.Applegarth@bensasphalt.com	Paving	2200 S. Yale St Santa Ana CA 92704
Magnum Fence and Security, Inc.	ralph@magnumfence.com	Fencing	1070 N. Ventura Ave Ventura, CA 93001
VenTERRA Environmental, Inc.	jim@vtenv.com	Abatement	301 Candelaria Rd Oxnard, CA 93030

License Number	Public Works Contractor Registration Number	Dollar (\$) Value
668417	1000001749	\$66,411.63
719567	1000010033	\$206,622
989629	1000021207	\$6,000

The Contractor shall not:

- A. Substitute any person as Subcontractor in place of the Subcontractor listed in the original Bid, except that the City may consent to the substitution of another person as Subcontractor in any of the following situations:
 - 1. When the Subcontractor listed in the Bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of Work specified in the Subcontractor's bid and at the price specified in the Subcontractor's bid, when that written contract, based upon the general terms, conditions, Drawings and Specifications for the Project or the terms of Contractor's written Bid, is presented to the Subcontractor by the Contractor;
 - 2. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
 - 3. When the listed Subcontractor fails or refuses to perform his/her subcontract;
 - 4. When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Public Contract Code Section 4108;
 - 5. When the Contractor demonstrates to the City that the name of the Subcontractor was listed as the result of an inadvertent clerical error;
 - 6. When the listed Subcontractor is not licensed pursuant to the Contractors License Law;
 - 7. When the City determines that the Work performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the Drawings and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
 - 8. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code; or
 - 9. When the City determines that the listed Subcontractor is not a responsible contractor.
- B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original Bid, without the consent of the City.
- C. Other than in the performance of "change orders" causing changes or deviations from the original Contract, sublet or subcontract any portion of the Work in excess of one-half of one percent of the Contractor's Base Bid Amount as to which his/her original Bid did not designate a Subcontractor.

Prior to approval of the Contractor's request for a Subcontractor substitution, the City shall give notice in writing to the listed Subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the Subcontractor. The listed Subcontractor who has been so notified shall have five (5) Working Days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed Subcontractor's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least five (5) Working Days to the listed Subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall within two (2) Working Days after the time of the Bid Deadline, give written notice to the City and copies of such notice to both the Subcontractor he/she claims to have listed in error and the intended Subcontractor who had bid to the Contractor prior to the Bid Deadline.

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with his/her Contract proposal.

1. Were bid depository or registry services used in obtaining subcontractors bid figures in order to compute your bid?
Yes ☐ No ☒
2. If the answer to No. 1 is "Yes", please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of subcontractors' bids other than bid depositories?
4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
Yes ☐ No ☒
5. If the answer to No. 4 is "Yes", please explain the following details:
 - (a) Date:
 - (b) Name of person or group:
 - (c) Job involved (if applicable):
 - (d) Nature of the threats:
 - (e) Additional comments:
(Use additional paper if necessary)
6. Was a conscious effort made to recruit or provide equal opportunity for bids by minority or project area subcontractors?
Yes ☐ No ☒
7. Was a conscious effort made to recruit and hire project area lower-income residents?
Yes ☐ No ☒
Please submit statement.
8. We declare under penalty of perjury that the foregoing is true and correct.
Dated this 24th day of June, 2022.

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Name of Company **J.D.M.L, Inc. dba Standard Industries**

By: 

John Scheck

Title: **President**

BIDDING ADDENDA NOS. 1



VERNON PUBLIC UTILITIES

4305 S. Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

June 15, 2022

NOTICE TO BIDDERS – ADDENDUM NO. 1

PUMPING PLANT DEMOLITION AND SITE IMPROVEMENTS

This notice shall be considered as Addendum No. 1 to the Request for Bids for Pumping Plant Demolition and Site Improvements. This addendum modifies the original Request for Bids as noted below. All other portions of the Request for Bids not specifically mentioned in the Addendum, remain in force.

Bidder's Proposal:

In the BIDDER'S PROPOSAL, Item 3 was modified. Replace page 31 of the SCHEDULE OF BID PRICES in its entirety with the following page(s):

SCHEDULE OF BID PRICES

PROJECT: Pumping Plant Demolition and Site Improvements, Specification No. (LP-0737)

BIDDER'S NAME: _____

BASE BID

Pursuant to and in compliance with your Notice Inviting Bids and Contract Documents relating to the Project including all Addenda (attach signed copies), Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total Base Bid sum of:

_____ Dollars (\$_____)

Item No.	Description	Units	Quantity	Unit Cost	Amount
1	Mobilization and Demobilization	LS	1		
2	Demolish two 500,000 gallon steel reservoirs, pump house building, structure foundations, and associated pipe materials and appurtenances	LS	1		
3	Remove all existing AC pavement and CMB. Install new CMB and new AC pavement as shown on the grading plans.	LS	1		
4	Remove existing perimeter chain link fence and gates	LS	1		
5	Install new perimeter security fence system and gate	LS	1		
Bid Total	\$				
Written Amount	\$				

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 project per specifications, and all other applicable standards and codes are considered to be included in the above bid items.

If there is a discrepancy between (1) the "Grand Total" shown immediately above, (2) any of the "total costs" shown in the far right column above, or (3) the individual Unit Price, then the Unit price shall control over the total cost, and the total cost shall control over the total. If, however, the unit price is ambiguous, unintelligible, or uncertain for any cause,

END OF SECTION (PAGE LEFT INTENTIONALLY BLANK)

This portion of the addendum is to provide clarification to questions that have arisen during advertisement. The questions and responses are as follows:

How should abandoned underground pipe be abandoned?

All abandoned pipes larger than 4" in diameter should be plugged with concrete. Cost for this should be included in the most appropriate bid item.

Who is responsible for dewatering the Reservoirs?

Approximately three feet of water and other miscellaneous debris were encountered within each reservoir. Contractor will be responsible for dewatering. Water may be discharged to the on-site storm drain system. Trash and other debris must be filtered and appropriately disposed of. Cost for this should be include in the most appropriate bid item.

Will the Contractor need to get a permit with the adjacent railroad company to perform work?

LAJ will need to be notified of the work. Permits shall be required by LAJ.

Low voltage and communication are connected to the pump house building. Will these be removed prior to demolition?

Prior to construction, the City will vacate the pump house building. Power and communications will be disconnected to the building to be demolished.

Will the catch basins need to be adjusted to grade?

Yes. All catch basins will need to be adjusted to new finished grade. A new catch basin may need to be provided to replace the existing above ground catch basin. Cost for this should be include in the most appropriate bid item.

What is the Engineer's Estimate for this project?

Engineer's estimate for this project is \$200,000.00-\$250,000.00.

Can you confirm if the existing tank foundation is a concrete ring or complete concrete foundation and also provide the thickness.

Record drawings of this facility do not show any detail of the foundation. Larger City owned reservoirs built around the same time were built with foundations composed of an outer concrete ring foundation and compacted soil in the center.

According to the bid sheet and grading plan please confirm that the district is requesting the complete removal of the existing AC paving which is assumed to be 4in also the complete removal of existing CMB which is assumed to be 4in. Then grade the site and compact the subgrade followed by placing 4in of new CMB and 4in of new AC.

See the revised bid schedule. Contractor will be responsible for complete removal of existing AC and CMB. Contractor will then install new CMB and AC as shown on the grading plans.

City Council Agenda Item Report

Submitted by: Adriana Ramos
Submitting Department: Public Utilities
Meeting Date: August 2, 2022

SUBJECT

Professional Services Agreement with Bell Burnett & Associates (BB&A) for Specialized Natural Gas Advisory Services

Recommendation:

- A. Find that the proposed Services Agreement with BB&A is exempt from competitive selection pursuant to Vernon Municipal Code (VMC) Section 3.32.110 as the best interests of the City are served by a direct award of the contract without a competitive selection process; and
- B. Approve and authorize the City Administrator to execute a Professional Services Agreement with BB&A, in substantially the same form as submitted, to provide specialized natural gas advisory services in connection with the planning and implementation of a Natural Gas Procurement Strategy and Energy Risk Management Policy, in an amount not to exceed \$100,000.

Background:

Vernon Public Utilities (VPU) serves as an essential resource to the city's business community, providing a full range of dependable, high-quality utility services including water, electricity, natural gas and fiber optic services. As a natural gas and electricity provider, VPU has significant natural gas procurement requirements for its retail customer gas load as well as for its operation of the newly acquired natural gas powered Malburg Generating Station (MGS). In an effort to ensure current best utility practices are being applied, VPU is reviewing its Natural Gas Procurement Strategy (NGPS) and aims to update the Energy and Credit Risk Management Policy adopted by City Council on April 3, 2012 via Resolution No. 2012-45.

On June 7, 2022, City Council approved VPU's annual operating budget and the capital improvement plan for Fiscal Year (FY) 2022-23 via Resolution No. 2022-15. Included in that adoption was an assumption the yearly average forecast natural gas price would be approximately \$6 per MMBtu (the standard measurement of a unit of gas). This cost equates to a total budgeted amount of nearly \$41,000,000 to generate electricity at MGS and to supply gas service to VPU's retail customers. This conservative assumption at the time the budget was developed is now presenting a significant challenge for VPU given that unprecedented instability in natural gas supplies is disrupting normal market prices. Impacts caused by supply chain issues from the COVID-19 Pandemic are now compounded by natural gas sanctions imposed in response to Russia's invasion of Ukraine. Russia is the second largest producer of natural gas globally. This puts tremendous demand on the rest of the global gas supply, driving prices upward. With volatile natural gas prices this calendar year reaching as high as \$12 per MMBtu, VPU does not anticipate any immediate relief through the balance of the summer months. Given the global market forces and current market volatility, VPU's NGPS needs to be more nuanced and sophisticated to mitigate risk and ensure the economic generation of electricity at MGS.

Considering the uncertainty surrounding natural gas prices and keeping in mind the long-term

procurement contracts of the past, VPU requires specialized advisory services to develop a NGPS and to update the Energy and Credit Risk Management Policy. These measures will mitigate risk and reduce the financial exposure in procuring natural gas moving forward. The objective of the NGPS is to clearly define potential strategies and steps for consideration as VPU evaluates and manages its natural gas requirements and risk parameters for FY 2023-24 and beyond. The focus of the NGPS is to provide a series of recommendations that can be implemented over time to provide clear direction to staff moving forward on the optimal approach to natural gas procurement under more diverse market conditions.

BB&A is a financial management and strategic consulting firm serving the utility industry with the financial expertise necessary to construct a procurement strategy in this volatile market. They offer independent development, assessment, and execution of strategic plans and initiatives in the private and public sectors. BB&A's team comprises long-term industry veterans with over seventy years of experience working at the highest levels in the utility, banking, and consulting industries. BB&A's principals have significant experience in developing and delivering large-scale, complex capital projects utilizing various financial strategies, including strategy analysis, cashflow modeling and management, and project financing and delivery. The City has used the services of BB&A in the past to assist with the re-purchase of MGS.

Scope of Services & Fee Structure

BB&A has proposed to assist VPU with developing and executing an NGPS, including identifying meaningful considerations and risks. BB&A's services would fall into the following three primary areas:

1. Review and quantification of the current environment;
2. Evaluation and development of strategies for VPU in managing gas supply risk moving forward; and
3. Implementation of any recommendations with which VPU elects to proceed.

Based on the fee structure of the proposed agreement, VPU would pay BB&A a fixed cost of \$100,000. The Fixed Fee shall be payable 50% upon adoption of the Energy Risk Management Policy by City Council and 50% on December 31, 2022. As noted in the Agreement, BB&A's fee is comparable to rates offered to other entities for comparable specialized services.

The proposed agreement is exempt from competitive bidding pursuant to Vernon Municipal Code (VMC) Sec. 3.32.110 (A)(10) (contracts for professional services). Staff requests that the proposed agreement be exempt from competitive selection pursuant to VMC Sec. 3.32.110 (B)(2), given the specialized nature of the services rendered in addition to market volatility dictating swift, diligent action to mitigate significant financial risk. BB&A's familiarity with natural gas procurement strategies as well as their experience with financial trading firms will help to ensure that VPU mitigates the volatile gas market. It is in the best interests of the City to award this contract without a competitive selection process. City Council approval of the proposed Agreement with BB&A is required pursuant to VMC Sec.3.32.030 (B) as the total amount of contracts awarded to this vendor in the past twelve months exceeds \$100,000.

The term of the Services Agreement will be for a period of six months, and any extension or amendment of the agreement would be subject to written amendment and requisite City approvals. The proposed Services Agreement has been reviewed and approved as to form by

the City Attorney's office.

Fiscal Impact:

Sufficient funds are available in the Vernon Public Utilities, Electric Fund Administration Account No. 055.9000.596200.

Attachments:

1. [Services Agreement with Bell Burnett & Associates](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND BELL BURNETT &
ASSOCIATES FOR NATURAL GAS ADVISORY SERVICES

COVER PAGE

Contractor:	Bell Burnett & Associates
Responsible Principal of Contractor:	R. Alexander Burnett, Principal
Notice Information - Contractor:	Bell Burnett & Associates 26 Broderick St San Francisco, CA 94117 Attention: R. Alexander Burnett, Principal Email: alex@bbaconsult.net
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Carlos Fandino, City Administrator Telephone: (323) 583-8811 ext. 228
Commencement Date:	June 20, 2022
Termination Date:	December 31, 2022, subject to Section 4.0 herein
Consideration:	Total not to exceed \$100,000.00 (includes all applicable sales tax); and more particularly described in Exhibit A
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND BELL BURNETT & ASSOCIATES FOR NATURAL GAS ADVISORY SERVICES

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation (City), and Bell Burnett & Associates, a California corporation (Contractor).

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on August 2, 2022.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in Contractor's Engagement Letter (Engagement Letter) dated June 20, 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 June 20, 2022, and it shall continue until December 31, 2022, unless terminated at an earlier date pursuant to the provisions herein (Term). The Term of the Agreement shall be subject to extension as mutually agreed upon by both parties in writing.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to rates offered to other entities for comparable services. For satisfactory and timely performance of the services, the City will pay Contractor in accordance with the payment

requirements set forth in Exhibit A attached hereto and incorporated herein by reference (Fees and Expenses).

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$100,000.00 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 "A," or as mutually agreed by both parties in writing if, and only 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 in accordance with the terms in Exhibit A and incorporated by reference herein.

6.2 Contractor shall submit an invoice for the Monthly Retainer, if any, as described in Exhibit A, and incorporated by reference herein, on a monthly basis. Each such invoice shall provide a detailed description of reimbursable expenses incurred and any extra work performed.

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

6.4 City will pay Contractor the amount invoiced for the Monthly Retainer within thirty (30) days after the City approves the invoice.

6.5 Contractor shall submit an invoice for Milestone Payments, if any, as described in Exhibit A, and incorporated by reference herein, only upon a successful achievement of any such milestone as described in Exhibit A and incorporated by reference herein (Milestone Payments).

6.6 Upon the City's determination of successful achievement, City will pay Contractor the Milestone Payments, if any, via wire transfer.

6.7 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, COOPERATION AND REPRESENTATIONS. City shall cooperate with Contractor as described in Exhibit A and 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. City has reviewed the obligations, covenants, conditions precedent, requirements and representations made by the City to the Contractor in Exhibit A in its entirety (the "Representations") and incorporated by reference into the Agreement herein. In accordance with this Section 7, the City affirmatively provides the Representations to the Contractor, and the Contractor may rely upon such the Representations in the fulfillment and execution of the Agreement.

8.0 COORDINATION OF SERVICES. Contractor agrees to coordinate with Contractor as described in Exhibit A and 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 active negligence or willful misconduct, 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.

9.1 City agrees to indemnify Contractor, its officers, 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") arising from the City's active negligence or willful misconduct.

10.0 INSURANCE. Contractor shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to procure, provide and maintain, in effect during the performance of the Scope of Services under this Agreement insurance coverage with carriers reasonably satisfactory to the City, as follows:

(a) Workers' Compensation insurance, as required by the laws of the State of California and in accordance with statutory limits, as required by the state in which the Scope of Services are to be performed, including a waiver of subrogation favoring the City, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each employee for accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease.

(b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Contractor's obligations under this Agreement, products and completed operations, and coverage for independent contractors with limits of not less than one million dollars (\$1,000,000) for each occurrence, an annual aggregate of two million dollars (\$2,000,000), and a products/completed operations aggregate of two million dollars (\$2,000,000). Such policy shall cover the City as an

additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by the City.

(c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Contractor in the performance of the Scope of Services with a combined single limit of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and property damage.

The insurance to be provided by Contractor under this Agreement shall not include any of the following: any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by the City; any endorsement limiting coverage available to the City that is otherwise required by this Section 10; and any policy or endorsement language that (i) negates coverage to the City for the City's own negligence; (ii) limits the duty to defend the City under the policy; (iii) provides coverage to the City only if Consultant is negligent, or (iv) permits the recovery of defense costs from any additional insured.

Contractor shall furnish the City a certificate of insurance evidencing the required coverages prior to commencement of the Scope of Services under this Agreement. Contractor shall provide the City a new or renewed certificate of insurance upon any changes or modifications to coverage including any extension or renewal of required insurance coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

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 with the Agreement. 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. City and Contractor shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of the other party in writing, which may be withheld in the respective party's sole discretion. No assignment shall release the original parties from their obligations of the Agreement 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 but not limited to, all of the terms, conditions, representations, covenants, obligations, compensation, fees and expenses and warranties described in Exhibit A in its entirety and attached hereto and incorporated in its entirety as part of the Agreement, 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 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

If to the City:

City of Vernon
Attention: Carlos Fandino, City Administrator
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Bell Burnett & Associates
26 Broderick St
San Francisco, CA 94117
Attention: R. Alexander Burnett, Principal

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

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

11.17 TERMINATION. City and Contractor 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. 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 retainer amount based on the services satisfactorily completed and accepted prior to the effective date of termination, and a prorated amount of any Milestone Payment(s) for services completed toward an unaccomplished milestone.

11.18 ADDITIONAL SERVICES. The City agrees that it will not enter into any contract for services from another party with respect to a potential transaction contemplated under Exhibit A as described herein without the prior written agreement of Contractor. The City represents that it is not a party to any contractual obligation that would be in conflict with the terms of Agreement. In addition, the City agrees that it will not use or share any work product of the Contractor for the purposes of negotiations with any other parties, except as agreed in writing by the Contractor. The City agrees that during the Term of the Agreement, all inquiries, whether direct or indirect, in regard to the Scope of Services and as described in Exhibit A shall be referred to the Contractor.

11.19 CONFIDENTIALITY. During the course of the performance of the Agreement, each party may be given access to information (in any form) that relates to the other's past, present, and future development, business activities, products, services, and technical knowledge, and which is identified by the discloser as confidential ("Confidential Information"). A party may use or make copies of the Confidential Information of the other party only to the extent reasonably necessary for purposes of the Agreement. Each party will protect and will not disclose the Confidential Information of the other in the same manner that it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care. Each party will restrict access to the Confidential Information to those of its personnel (including such personnel employed by its affiliates) engaged in the performance, management, receipt or use of the Scope of Services under the Agreement, provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement. Each party will return or destroy the other party's Confidential Information in its possession upon request by the other party. City and Contractor agree to be bound by the terms and conditions of confidentiality as described in Exhibit A and incorporated by reference herein.

Nothing in this Agreement will prohibit or limit a party's use or disclosure of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) previously known to it without an obligation not to disclose such information, (b) independently developed by or for it without use of the information, (c) acquired by it from a third party which is not under an obligation not to disclose such information, or (d) which is or becomes publicly available through no breach of this Agreement.

11.20 MAINTENANCE AND INSPECTION OF RECORDS. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Agreement and/or is paying only the amounts to which Contractor is properly entitled under the Agreement or for other purposes relating to the Agreement. The Contractor shall maintain and preserve all such records for a period of at least three (3) years after termination of the Agreement.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other

than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals, and overhead.

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

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

11.23 LIMITATIONS OF LIABILITY. Notwithstanding anything to the contrary provided for in the Agreement, it is specifically understood and agreed by both parties that there shall be absolutely no personal liability on part of the directors, officers, members, managers, shareholders, employees or agents of the City or the Contractor. Contractor shall solely look to the City for the satisfaction of any remedy to which the Contractor is entitled in the event of a breach in the Agreement, including any of the terms and conditions outlined herein.

11.24 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Agreement, it and any other parties with whom it may subcontract shall adhere to equal employment opportunity practices to assure that applicants, employees and recipients of service are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, sexual orientation or marital status. Contractor further certifies that it will not maintain any segregated facilities.

[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

Bell Burnett & Associates, 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,
City Attorney

EXHIBIT A
CONTRACTOR'S ENGAGEMENT LETTER



Bell Burnett &
Associates

Mr. Carlos Fandino
City Administrator
City of Vernon
4305 Santa Fe Ave.
Vernon, CA 90058

June 20, 2022

Dear Mr. Fandino,

Bell Burnett & Associates (“BB&A”) is pleased to submit this proposal to the City of Vernon (“City” or “Vernon”) to assist the City and Vernon Public Utilities (“VPU”) with the planning and implementation of a Natural Gas Procurement Strategy and Energy Risk Management Policy for VPU.

As you know, the City has significant natural gas requirements for both its retail load and the newly acquired Malburg Generating Station (“MGS”). The City recently adopted the FY2023 Budget includes an assumption of approximately \$6 per MMBtu for natural gas. This assumption is presenting a significant challenge for the City because natural gas prices are considerably higher and are unlikely to decline through the balance of the summer. The City has not purchased or otherwise hedged its future natural gas needs and is dependent upon current spot market prices for natural gas needs. The objective of this work is to quantify the financial exposure to the City and to develop in conjunction with the City a Natural Gas Procurement Strategy and Energy Risk Management Policy to reduce the risk and financial exposure of the City moving forward.

Scope of Services

BB&A proposes to assist the City with the development and execution of a Natural Gas Procurement Strategy, including the identification of meaningful considerations and risks. As in the past, terms and conditions, scope of work and compensation would be governed under a Services Agreement. Our services will fall into three primary areas: i) the review and quantification of the current environment, ii) the evaluation and development of strategies for VPU in managing gas supply risk moving forward, and iii) the implementation of any recommendations with which the City elects to proceed. These areas include the following:

- I. Review of the current environment and quantify potential financial impacts on the City compared to the FY2023 Budget
- II. Development of a holistic and long-term strategy with a specific focus on:
 - Price hedging, including establishing a strike price for FY2023 and developing clear protocols and procedures moving forward
 - Execution capability, including strategies to enhance the City’s transaction capacity
 - Compliance, including a new Risk Management Policy

III. BB&A will work with the City, and its Municipal Advisor as needed, to implement any recommendations, including:

- New trading platform for expanded counterparties
- Line of Credit to support trading activities
- Potential Pre-paid Natural Gas Financing
- Financial Hedging

BB&A may also perform services other than as required and/or necessary under the Services Agreement (“Additional Services”) at the request of the City. When, and if, BB&A becomes aware of the need for, or the City requests BB&A to provide, any Additional Services, such Additional Services shall commence only upon the written authorization of the City, designating the scope of such services, term and compensation.

BB&A shall not retain any subconsultants (“Subconsultants”) to provide the Scope of Services without the prior written consent of the City, which shall be at the City’s sole discretion. In the event Subconsultants are used, and agreed upon by the City, Subconsultants must agree in writing to BB&A to comply with the terms and conditions of the Services Agreement.

The City agrees that BB&A has been retained to act solely as an advisor to the City and not as an advisor to or agent of any other person, and that any services provided by BB&A under the Scope of Services is not intended to confer rights upon any person not a party hereto (including shareholders, employees, lenders or creditors of the City) as against BB&A or its affiliates, or its or their directors, officers, employees or agents. BB&A is an independent contractor and shall not assume the responsibilities of a fiduciary to the City or its shareholders in connection with the performance under the Services Agreement.

The City recognizes that the U.S. Securities and Exchange Commission (“SEC”) has issued rules pertaining to the registration of municipal advisors (the “Municipal Advisor Rule”) that are effective July 1, 2014. The Municipal Advisor Rule, in general, provides that any person or entity that provides “advice” (a recommendation) related to the issuance of municipal securities and municipal financial products that are particularized to a specific need will be a Municipal Advisor. The City agrees that BB&A will not, nor has or will be asked, to provide advice to the City related to the issuance of municipal securities or municipal financial products beyond generally available public knowledge or the provision of general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities, and as such, BB&A is not a municipal advisor under the Municipal Advisor Rule.

Term

The initial term of the Services Agreement shall be from the effective date of the Services Agreement, which shall be the date both parties have executed the Services Agreement, through December 31, 2022 (the “Term”). The Term is subject termination based on the terms in the Services Agreement and subject to extension upon mutual agreement by both parties in writing.

Fees and Expenses

BB&A would propose to use a similar compensation approach as we have in the past, but at a significantly reduced level. The City shall pay BB&A the fees set forth as follows:

- (a) **Fixed Fee.** The City shall pay BB&A a Fixed Fee of \$100,000. The Fixed Fee shall be payable 50% upon adoption of the Energy Risk Management Policy by City Council and 50% on December 31, 2022.

BB&A is also willing to have the Fixed Fee accrue if there is a reasonable expectation that the City elects to finance any natural gas through a pre-paid natural gas financing. While the Fixed Fee is not contingent upon the execution of a pre-paid natural gas financing, the City would have the right to pay the Fixed Fee from the proceeds of any financing, which shall be at the City's sole discretion. If the City elects to pay the Fixed Fee from the proceeds of a financing, the Fixed Fee shall be paid at closing along with expenses with no deferred payment, set off or earnout over time. No other conditions precedent or requirements shall be imposed, other than the closing of a Transaction, in order to pay the fees of BB&A by the City. All fees shall be paid via a wire transfer from the proceeds of the financing.

Thank you for considering Bell Burnett & Associates. We look forward to the opportunity to work with the City and understand the importance of this assignment. Should have any questions, please feel free to call us at (415) 994-6750.

Very truly yours,



R. Alexander Burnett

Principal, Bell Burnett & Associates
26 Broderick St., San Francisco, CA 94117
Email: alex@bbaconsult.net

EXHIBIT B
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.