



Agenda
City of Vernon
Regular City Council Meeting
Tuesday, December 6, 2022, 9:00 AM
City Hall, Council Chamber
Closed Session - City Hall Conference Room 1
4305 Santa Fe Avenue
Vernon, California

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

MEETING ATTENDANCE PROTOCOLS

Assembly Bill 361 (AB 361) authorizes public meetings to take place via teleconference because State and Local officials are recommending measures to promote social distancing. Meetings are conducted in a hybrid format that includes both in-person and Zoom public participation.

The public is encouraged to view the meeting at <https://www.cityofvernon.org/webinar-cc> or by calling (408) 638-0968, Meeting ID 856-5351-0619#. 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. Police Department

[Swearing-In Ceremony for Police Sergeant](#)

Recommendation:

Administer the Oath of Office to Sergeant Jose Ramos.

2. City Administration

[City Administrator Report](#)

Recommendation:

Receive presentation on various topics including:

New Business Welcome; Business Community Events; Vernon Development Activity; Tree Canopy Improvement Efforts; Partners in Homelessness Outreach; Program and Service Announcements; and Community Engagement

CONSENT CALENDAR

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

3. City Clerk

[Meeting Minutes](#)

Recommendation:

Approve the November 15, 2022 Regular City Council meeting minutes.

[1. 20221115 City Council Minutes](#)

4. 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](#)

5. Finance/Treasury

[Operating Account Warrant Register](#)

Recommendation:

Approve Operating Account Warrant Register No. 99, for the period of October 30 through November 12, 2022, totaling \$6,647,316.29 and consisting of ratification of electronic payments totaling \$6,396,087.46 and ratification of the issuance of early checks totaling \$251,228.83.

[1. Operating Account Warrant Register No. 99](#)

6. Public Works

[Public Works Department Monthly Report](#)

Recommendation:

Receive and file the October 2022 Building Report.

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

7. Health and Environmental Control Department

[Professional Services Agreement with Sespe Consulting, Inc.](#)

Recommendation:

Approve and authorize the City Administrator to execute a Professional Services Agreement with Sespe Consulting, Inc., in substantially the same form as submitted, for environmental compliance and remediation technical consulting services for a total not-to-exceed amount of \$300,000 over a three-year term.

[1. Sespe Consulting, Inc. Services Agreement](#)

8. City Administration

[Verizon Communications Service Connection Type Change](#)

Recommendation:

Approve and authorize the City Administrator to execute Verizon's Scope of Work for the transition to its 10 Mbps service for an amount not-to-exceed \$26,501.40 for a three-year period.

[1. Verizon's 10 Mbps Scope of Work](#)

[2. MPLS Transport Service Pricing Sheet](#)

9. Police Department

[Purchase Order with D&R Office Works, Inc.](#)

Recommendation:

Approve the issuance of a Purchase Order to D&R Office Works, Inc. for the purchase, delivery and installation of office furniture for the Vernon Police Department report writing room and Records Division, in an amount not-to-exceed \$78,238.75.

[1. D&R Office, Inc. Proposal](#)

10. Public Works

[On-Call Graffiti Abatement Services](#)

Recommendation:

A. Approve and authorize the City Administrator to execute a Services Agreement with Apply the Pressure Group, in substantially the same form as submitted, for a three year term in an amount not-to-exceed \$600,000 for on-call graffiti abatement services; and

B. Approve and authorize the City Administrator to execute a Services Agreement with Graffiti Protective Coatings, Inc., in substantially the same form as submitted, for a three year term in an amount not-to-exceed \$600,000 for on-call graffiti abatement services.

[1. CS-1501 Services Agreement - Apply the Pressure](#)

[2. CS-1501 Services Agreement - Graffiti Protective Coatings](#)

11. Public Works

[Arbor Day Proclamation and Application for Tree City USA 2022](#)

Recommendation:

A. Proclaim December 6, 2022 as Arbor Day in the City of Vernon; and

B. Authorize the Public Works Department to submit an application to the Arbor Day Foundation for Vernon to be certified a Tree City USA for 2022.

[1. Arbor Day Proclamation](#)

[2. Arbor Day Tree City Application - Online Form](#)

[3. Application Certification](#)

12. Public Utilities

[Amendment No. 1 to the Services Agreement with Harper & Associates Engineering, Inc.](#)

Recommendation:

- A. Approve and authorize the City Administrator to execute Amendment No. 1 to the Services Agreement with Harper & Associates Engineering, Inc., in substantially the same form as submitted, in an amount not-to-exceed \$50,000 for Coating Inspection Services for Six Above Ground Steel Reservoirs; and
- B. Authorize a contingency amount of \$15,000 in the event of unforeseen changes or delays in the project and grant authority to the City Administrator to issue amendments for an amount up to the contingency amount, if necessary.

[1. Amendment No. 1 with Harper & Associates Engineering](#)

13. Public Works

[Final Parcel Map No. 83466 for Torrance Logistics Company, LLC](#)

Recommendation:

- A. Find that the proposed action is exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15315, because the project consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels, the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent;
- B. Find that Final Parcel Map No. 83466 is in substantial conformance with Tentative Parcel Map No. 83466; and
- C. Direct staff to submit Final Parcel Map No. 83466 for Torrance Logistics Company, LLC, located at 2709 37th Street, to the Los Angeles County Recorder for recordation.

[1. Resolution No. 2021-30](#)

[2. Final Parcel Map 83466](#)

14. Public Works

[Grant Deed Dedicating in Fee a Portion of the Property Located at 4201 Fruitland Avenue](#)

Recommendation:

- A. Find that accepting the Grant Deed is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301(c) because acceptance of the grant deed for public right-of-way purposes is not a "project" that may have a significant effect on the environment; and
- B. Adopt Resolution No. 2022-44 accepting the Grant Deed of a portion of the property located at 4201 Fruitland Avenue (APN 6304-027-025).

[1. Resolution No. 2022-44](#)

[2. Grant Deed - 4201 Fruitland](#)

[3. Certificate of Acceptance - 4201 Fruitland](#)

NEW BUSINESS

15. Health and Environmental Control Department

[Amendment No. 1 to the Solid Waste Nonexclusive Franchise Agreement](#) Recommendation:

- A. Introduce and conduct the first reading of Ordinance No. 1289 to Grant Amendment No. 1 to the Nonexclusive Franchise Agreement for Commercial Solid Waste Collection; and
- B. Direct staff to schedule second reading and adoption for the December 20, 2022 City Council meeting.

[1. Ordinance No. 1289](#)

16. Public Works

[Adoption of California Building Codes by Reference](#) 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. Conduct first reading and introduce Ordinance No. 1290 amending Title 15, Building and Construction, to adopt the 2022 California Building Standards Code and 1997 Uniform Code for Abatement of Dangerous Buildings by reference; and
- C. Direct staff to schedule a public hearing on December 20, 2022, for the second reading and adoption of Ordinance No. 1290.

[1. Ordinance No. 1290](#)

17. City Administration

[Fund Allocation, Eligibility, and Criteria for Vernon CommUNITY Fund Grants](#) Recommendation:

- A. Introduce and conduct first reading of Ordinance No. 1291 amending Vernon Municipal Code Sections 2.48.090, 2.48.100 2.48.110 and 2.48.130 relating to the Vernon CommUNITY Fund; and
- B. Direct staff to schedule second reading and adoption for the December 20, 2022 City Council meeting.

[1. Ordinance No. 1291](#)

18. City Clerk

[City Council Appointments to Outside Agencies](#) Recommendation:

Appoint a voter registered in the City of Vernon to the Greater Los Angeles County Vector Control District Board of Trustees for a two or four year term.

1. Vector Control District Board of Trustees

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

19. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Government Code Section 54956.9(d)(1)

Jerry Chavez v. City of Vernon

Los Angeles Superior Court Case No. BC719460

20. PUBLIC EMPLOYMENT

Government Code Section 54957(b)(1)

Title: General Manager of Public Utilities

CLOSED SESSION REPORT

ADJOURNMENT

On December 1, 2022, the foregoing agenda was posted in accordance with the applicable legal requirements. Regular and Adjourned Regular meeting agendas may be amended up to 72 hours and Special meeting agendas may be amended up to 24 hours in advance of the meeting.

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: Brandon Gray
Submitting Department: Police Department
Meeting Date: December 6, 2022

SUBJECT

Swearing-In Ceremony for Police Sergeant

Recommendation:

Administer the Oath of Office to Sergeant Jose Ramos.

Background:

Due to the resignation of a Police Sergeant, a supervisory level position was vacated. Leaving this position vacant would negatively impact necessary patrol deployment, and would increase overtime costs to cover staff shortages. To fill the vacancy, the Police Department utilized a current eligibility list. Based on a review of the qualifications of each eligible candidate, it was determined that Jose Ramos was the best qualified candidate for the Police Sergeant position.

Fiscal Impact:

Sufficient funds to cover the minimal expenses associated with the swearing-in ceremony, and the cost of the associated salary and benefits for the recently promoted Police Sergeant are available in the Police Department's budget for Fiscal Year 2022-2023.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Diana Figueroa
Submitting Department: City Administration
Meeting Date: December 6, 2022

SUBJECT

City Administrator Report

Recommendation:

Receive presentation on various topics including:

New Business Welcome; Business Community Events; Vernon Development Activity; Tree Canopy Improvement Efforts; Partners in Homelessness Outreach; Program and Service Announcements; and Community Engagement

Background:

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

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

None.

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: December 6, 2022

SUBJECT

Meeting Minutes

Recommendation:

Approve the November 15, 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. [20221115 City Council Minutes](#)

**MINUTES
VERNON CITY COUNCIL
REGULAR MEETING
TUESDAY NOVEMBER 15, 2022
COUNCIL CHAMBER, 4305 SANTA FE AVENUE**

CALL TO ORDER

Mayor Lopez called the meeting to order at 9:03 a.m.

FLAG SALUTE

Mayor Lopez led the Flag Salute.

ROLL CALL

PRESENT:

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

STAFF PRESENT:

Carlos Fandino, City Administrator (via remote access)
Zaynah Moussa, City Attorney
Lisa Pope, City Clerk
Scott Williams, Finance Director
Fredrick Agyin, Health and Environmental Control Director
Michael Earl, Human Resources Director (via remote access)
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 Mayor Pro Tem Larios seconded a motion to approve the agenda. The question was called and the motion carried unanimously.

PUBLIC COMMENT

None.

PRESENTATIONS

1. Vernon Police Department Lifesaving Award

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

Police Chief Sousa presented the staff report.

2. Employee Service Pin Awards for October 2022

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

Human Resources Director Earl presented the staff report.

CONSENT CALENDAR

MOTION

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

The Consent Calendar consisted of the following items:

3. Approval of Minutes

Recommendation: Approve the November 1, 2022 Regular and November 1, 2022 Joint Special City Council meeting minutes.

4. Claims Against the City

Recommendation: Receive and file claim submitted by LA Century Law, on behalf of Alan Barahona, in the amount of \$1,000,000.

5. City Payroll Warrant Register

Recommendation: Approve City Payroll Warrant Register No. 797, for the period of October 1 through October 31, 2022, totaling \$2,728,698.26 and consisting of ratification of direct deposits, checks and taxes totaling \$1,818,894.72 and ratification of checks and electronic fund transfers (EFT) for payroll related disbursements totaling \$909,803.54 paid through operating bank account.

6. Operating Account Warrant Register

Recommendation: Approve Operating Account Warrant Register No. 98, for the period of October 16 through October 29, 2022, totaling \$12,645,346.37 and consisting of ratification of electronic payments totaling \$12,149,646.03 and ratification of the issuance of early checks totaling \$495,700.34.

7. Fire Department Activity Report

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

8. Police Department Activity Report

Recommendation: Receive and file the September 2022 Police Department Activity Report.

9. Amendment No. 1 to Services Agreement with Allied Universal Janitorial Services, Contract No. CS-1414

Recommendation: Approve and authorize the City Administrator to execute Amendment No. 1 to the Services Agreement with Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services, in substantially the same form as submitted, for a one (1) year term in an amount not-to-exceed \$134,008.44.

10. Amendment No. 1 to Services Agreement with Mariposa Landscape, Inc., Contract No. CS-1413

Recommendation: Approve and authorize the City Administrator to execute Amendment No. 1 to the Services Agreement with Mariposa Landscape, Inc., in

substantially the same form as submitted, for a one (1) year term in an amount not-to-exceed \$56,508.

11. Quitclaim Deed with Comstock Realty Partners X LLC

Recommendation: Approve and authorize the Mayor to execute the Quitclaim Deed with Comstock Realty Partners X, LLC, for the termination of easement.

NEW BUSINESS

12. April 11, 2023 General Municipal Election

City Clerk Pope presented the staff report.

MOTION

Council Member Ybarra moved and Mayor Pro Tem Larios seconded a motion to: A. Adopt Resolution No. 2022-41 rescinding Resolution Nos. 2022-38 and 2022-39 related to the April 11, 2023 General Municipal Election; B. Adopt Resolution No. 2022-42 calling and giving notice of an all-mail ballot General Municipal Election to be held on Tuesday, April 11, 2023, for the election of a City Council Member as required by the provisions of the Charter and submitting a ballot measure to the voters to amend Municipal Code Section 3.20.020 extending the Public Safety Special Parcel Tax; C. Selected the Mayor and Mayor Pro Tem as the authors of arguments and rebuttals; D. Direct the City Clerk to transmit a copy of the measure to the City Attorney for preparation of the impartial analysis; and E. Adopt Resolution No. 2022-43 requesting the Board of Supervisors of the County of Los Angeles to render specified services to the City relating to the conduct of a General Municipal Election to be held on Tuesday, April 11, 2023. The question was called and the motion carried unanimously.

13. Energy Risk Management Policy

Acting Public Utilities General Manager Dusenberry presented the staff report.

MOTION

Council Member Ybarra moved and Mayor Pro Tem Larios seconded a motion to adopt Resolution No. 2022-40 approving and adopting an energy risk management policy and repealing Resolution No. 2012-45. The question was called and the motion carried unanimously.

ORAL REPORTS

City Administrator Reports on Activities and other Announcements.

City Administrator Fandino announced the Fall Harvest event; Vernon CommUNITY Fund Grant Committee meeting on November 16; and Vernon Corporate Citizen of the Year Awards on November 17, 2022. He and Chief Sousa acknowledged the 109th anniversary of the death of Vernon Deputy Marshal Maurice W. Halloran, the City of Vernon's first "in the line of duty" death.

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

None.

RECESS

Mayor Lopez recessed the meeting to Closed Session at 9:19 a.m.

CLOSED SESSION

14. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (4)

Government Code Section 54956.9(d)(1)

Anthony Encinas v. City of Vernon
Workers Compensation Appeals Board Case Nos. ADJ12647952 and
ADJ12634815

Carlos Gudino v. City of Vernon
Workers Compensation Appeals Board Claim No. 22001577

Jerry Chavez v. City of Vernon
Los Angeles Superior Court Case No. BC719460

Douglas Castellanos, Julian Holloman v. City of Vernon, et al. Los Angeles
Superior Court Case No. 21STCV05456

RECONVENE

At 10:18 a.m., Mayor Lopez adjourned Closed Session and reconvened the regular meeting.

CLOSED SESSION REPORT

City Attorney Moussa reported the Council met in Closed Session, discussed the items on the agenda, and took the following reportable actions:

Unanimously ratified settlement approval in Encinas v. City of Vernon, WCAB Case Numbers ADJ12647925 and ADJ 12634815, and

Unanimously approved Amendment No. 4 to the legal services agreement with Stream Kim Hicks Wrage & Alfaro, PC, in Chavez v. City of Vernon, Los Angeles Superior Court Case No. BC719460.

ADJOURNMENT

Mayor Lopez adjourned the meeting at 10:19 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: December 6, 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 November 1, 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

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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. MOUSSA, 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: December 6, 2022

SUBJECT

Operating Account Warrant Register

Recommendation:

Approve Operating Account Warrant Register No. 99, for the period of October 30 through November 12, 2022, totaling \$6,647,316.29 and consisting of ratification of electronic payments totaling \$6,396,087.46 and ratification of the issuance of early checks totaling \$251,228.83.

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. 99 covering claims and demands presented during the period of October 30 through November 12, 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. 99, totals \$6,647,316.29. 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. 99.

Attachments:

1. [Operating Account Warrant Register No. 99](#)



**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 99
DECEMBER 6, 2022**

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

_____

Scott Williams
Director of Finance/City Treasurer

Date: 11/28/2022_____

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. 99
DECEMBER 6, 2022**

ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
001552 - HOME DEPOT CREDIT SERVICES	055.8400.590000	\$ 955.44	Hardware Supplies ~	103122_MULTIPLE	055.0002974	10/31/2022	13824	\$ 955.44
000524 - FERGUSON WATERWORKS	020.1084.520000	\$ 3,733.15	Valve~	1536	011.0015445			
	020.1084.520000	\$ 439.92	Cap~	1536	011.0015445			
	020.1084.520000	\$ 220.60	Plug~	1536	011.0015445			
	020.1084.520000	\$ 20.80	Washer~	1536	011.0015445			
	020.1084.520000	\$ 830.00	Pipe~	1536	011.0015445			
	020.1084.520000	\$ 537.56	Sales Tax 10.25	1536		11/02/2022	13825	\$ 5,782.03
004438 - FLEMING ENVIRONMENTAL, INC	011.1049.590000	\$ 3,900.05	UST Compliance Services	19163		11/02/2022	13826	\$ 3,900.05
001668 - LORENZO GAYTAN	011.1031.596500	\$ 32.75	COPWEST 2022	090122		11/02/2022	13827	\$ 32.75
006886 - JACOBS ENGINEERING GROUP, INC	055.8200.596200	\$ 4,628.88	Env Compliance Support Services	D3404500025				
	055.9190.596200	\$ 36,323.44	Env Compliance Support Services	D3404500025				
	055.8200.596200	\$ 3,737.50	Env Compliance Support Services	D3404500026				
	055.9190.596200	\$ 27,918.85	Env Compliance Support Services	D3404500026		11/02/2022	13828	\$ 72,608.67
006198 - JRM	055.9000.596200	\$ 10,140.00	Security Services~	7806				
	055.8100.596200	\$ 89,696.00	Security Services~	7807		11/02/2022	13829	\$ 99,836.00

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001150 - MCMASTER-CARR SUPPLY COMPANY	055.9100.590000	\$ 1,150.22	Hardware Supplies~	82689260	055.0002969			
	055.9100.590000	\$ 246.62	Hardware Supplies~	83152270	055.0002969			
	055.9100.590000	\$ 265.37	Hardware Supplies~	83976017	055.0002969			
	055.9100.590000	\$ 478.50	Hardware Supplies~	84026863	055.0002969			
	055.9100.590000	\$ 667.84	Hardware Supplies~	84045815	055.0002969			
	055.9100.590000	\$ 132.58	Hardware Supplies~	84056584	055.0002969			
	055.9100.590000	\$ 504.84	Hardware Supplies~	84109096	055.0002969			
	055.9100.590000	\$ 234.19	Hardware Supplies~	84111633	055.0002969			
	055.9100.590000	\$ 829.13	Hardware Supplies~	84128286	055.0002969			
	055.9100.590000	\$ 80.95	Hardware Supplies~	84429883	055.0002969			
	055.9100.590000	\$ 555.53	Hardware Supplies~	84571434	055.0002969			
	055.9100.590000	\$ 268.83	Hardware Supplies~	85070413	055.0002969			
	055.9100.590000	\$ 1,282.50	Hardware Supplies~	85126929	055.0002969			
	055.9100.590000	\$ 108.49	Hardware Supplies~	85235687	055.0002969			
						11/02/2022	13830	\$ 6,805.59
005632 - NATIONAL AUTO FLEET GROUP	020.1084.840000	\$ 41,639.22	New/Unused 2022 Ford Super Duty F-550	WF4251	011.0014947			
	020.1084.840000	\$ 24,309.00	Enoven Truck Body~	WF4251	011.0014947			
	020.1084.840000	\$ 10.50	Tire Fee (Quote ID: 17137)	WF4251	011.0014947			
	020.1084.840000	\$ 6,759.69	Sales Tax 10.25	WF4251				
						11/02/2022	13831	\$ 72,718.41
006637 - RUSHER AIR CONDITIONING	055.9190.590000	\$ 1,048.00	Air Conditioner Maintenance	CM11150		11/02/2022	13832	\$ 1,048.00
006340 - S & J SUPPLY COMPANY, INC	020.1084.520000	\$ 10,593.69	Parts & Materials~	S100197627001	011.0015318			
	020.1084.520000	\$ 6,795.37	Parts & Materials~	S100199752001	011.0015318			
						11/02/2022	13833	\$ 17,389.06

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000059 - SO CAL EDISON	055.9200.500170	\$ 24,669.00	Laguna Bell 10/22	7501452015				
	055.9200.500170	\$ 187,200.00	Mead Laguna Bell 10/22	7501452016				
	055.9200.500170	\$ 79,200.00	Victorville Lugo Vernon 10/22	7501452039				
						11/02/2022	13834	\$ 291,069.00
007110 - WATERLINE TECHNOLOGIES, INC	020.1084.500140	\$ 422.70	Sodium Hypochlorite Solution	5604034				
	020.1084.500140	\$ 258.32	Sodium Hypochlorite Solution	5604035				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5604036				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5604038				
	020.1084.500140	\$ 340.51	Sodium Hypochlorite Solution	5604039				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5604040				
	020.1084.500140	\$ 234.83	Sodium Hypochlorite Solution	5604041				
	020.1084.500140	\$ 1,288.85	Sodium Hypochlorite Solution	5605391				
	020.1084.500140	\$ 262.40	Sodium Hypochlorite Solution	5606224				
	020.1084.500140	\$ 393.59	Sodium Hypochlorite Solution	5606226				
	020.1084.500140	\$ 262.40	Sodium Hypochlorite Solution	5606227				
	020.1084.500140	\$ 262.40	Sodium Hypochlorite Solution	5606228				
	020.1084.500140	\$ 262.40	Sodium Hypochlorite Solution	5606229				
	020.1084.500140	\$ 425.08	Sodium Hypochlorite Solution	5606230				
	020.1084.500140	\$ 1,454.23	Sodium Hypochlorite Solution	5607179				
	020.1084.500140	\$ 400.14	Sodium Hypochlorite Solution	5608128				
	020.1084.500140	\$ 289.96	Sodium Hypochlorite Solution	5608129				
	020.1084.500140	\$ 289.96	Sodium Hypochlorite Solution	5608131				
	020.1084.500140	\$ 289.96	Sodium Hypochlorite Solution	5608132				
	020.1084.500140	\$ 289.96	Sodium Hypochlorite Solution	5608133				
	020.1084.500140	\$ 289.96	Sodium Hypochlorite Solution	5608134				
						11/02/2022	13835	\$ 8,422.14
007393 - APPLY THE PRESSURE GROUP	011.1043.596200	\$ 4,050.00	Graffiti Removal	20				
						11/04/2022	13836	\$ 4,050.00

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004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,508.66	TPA Fees 10/22	IVC29476		11/04/2022	13837	\$ 6,508.66
007026 - BEAR ELECTRICAL SOLUTIONS, INC	011.1043.590000	\$ 3,696.00	Traffic Signal Maintenance	16836				
	011.1043.590000	\$ 21,388.60	Traffic Signal Maintenance	16861		11/04/2022	13838	\$ 25,084.60
001444 - COUNTY OF LOS ANGELES	011.1033.596200	\$ 27,517.60	Fire Protection Services~	C0010706				
	011.1033.596200	\$ 1,275,737.34	Fire Protection Services~	C0010706				
	011.1033.596200	\$ -308,780.35	Fire Protection Services~	C0010706				
	011.1033.596200	\$ 27,517.60	Fire Protection Services~	C0010764				
	011.1033.596200	\$ 1,275,737.34	Fire Protection Services~	C0010764		11/04/2022	13839	\$ 2,297,729.53
000524 - FERGUSON WATERWORKS	020.1084.520000	\$ 3,577.25	Fire Hydrant~	222412	011.0015451			
	020.1084.520000	\$ 60.13	Freight	222412	011.0015451			
	020.1084.520000	\$ 366.67	Sales Tax 10.25	222412		11/04/2022	13840	\$ 4,004.05
007400 - GLOBAL TEST SUPPLY, LLC	011.1060.520000	\$ 280.00	Regulator~	35998000	011.0015447			
	011.1060.520000	\$ 190.00	Aluminum Cylinder~	35998000	011.0015447			
	011.1060.520000	\$ 45.60	Cylinder Holder~	35998000	011.0015447			
	011.1060.520000	\$ 50.00	Freight	35998000	011.0015447			
	011.1060.520000	\$ 52.85	Sales Tax 10.25	35998000		11/04/2022	13841	\$ 618.45
004500 - ICE US OTC COMMODITY MARKETS,	055.9200.596200	\$ 142.50	Physical Gas	1022001688006				
	055.9200.596200	\$ 1,107.50	OTC Commission Adjustment	1022001688088		11/04/2022	13842	\$ 1,250.00
005034 - KRONOS INCORPORATED	011.9019.520010	\$ 270.00	Workforce Central Software	11845177		11/04/2022	13843	\$ 270.00

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003053 - LEVEL 3 COMMUNICATIONS, LLC	057.1057.500173	\$ 3,983.29	Internet Access Services	600797114		11/04/2022	13844	\$ 3,983.29
000209 - MERRIMAC ENERGY GROUP	011.120030	\$ 33,173.48	Fuel~	2221677	011.0015366	11/04/2022	13845	\$ 33,173.48
006571 - NATIONAL READY MIXED CONCRETE	011.1004.401250	\$ 70,908.00	Sales Tax Sharing Agreement~	110122				
	011.1004.401250	\$ 79,671.20	Sales Tax Sharing Agreement~	110122(2)		11/04/2022	13846	\$ 150,579.20
001649 - PIC ENVIRONMENTAL SERVICES	011.1060.595200	\$ 34,291.00	Geologic Consulting Services	16055		11/04/2022	13847	\$ 34,291.00
005658 - POWER SETTLEMENTS CONSULTING &	055.9200.596200	\$ 6,937.09	Software Services Fee 12/22	VERN85		11/04/2022	13848	\$ 6,937.09
006523 - VITAL MEDICAL SERVICES, LLC	011.4031.520000	\$ 4,995.00	Nasal Naloxone (Narcan) Program	3264		11/04/2022	13849	\$ 4,995.00
001695 - VULCAN MATERIALS CO	020.1084.520000	\$ 7.86	Finance Charges~	73364160(2)	011.0015320			
	020.1084.520000	\$ 15.52	Finance Charge~	73366186(2)	011.0015320			
	020.1084.520000	\$ 8.68	Finance Charges~	73386371(2)	011.0015320			
	020.1084.520000	\$ 5.84	Finance Charges~	73386372(2)	011.0015320	11/04/2022	13850	\$ 37.90
004856 - MELISSA YBARRA	011.112700	\$ 150.00	SEWC Attendance Stipend~	100622		11/04/2022	13851	\$ 150.00

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002412 - CALIFORNIA ISO	055.9200.500150	\$ -58.66	Recalculation Charges 01/20	202211013157193845				
	055.9200.500190	\$ -7.38	Recalculation Charges 01/20	202211013157193845				
	055.9200.500170	\$ 0.03	Recalculation Charges 01/20	202211013157193845				
	055.9200.500190	\$ -1,981.91	Initial Charges 11/22	202211013157193845				
	055.9200.500150	\$ 156.69	Initial Charges 11/22	202211013157193845				
	055.9200.500170	\$ 2,248.41	Initial Charges 11/22	202211013157193845				
	055.9200.500150	\$ 2,415.74	Initial Charges 07/22	202211013157193845				
	055.9200.500170	\$ -776.95	Initial Charges 07/22	202211013157193845				
	055.9200.500190	\$ -995.11	Initial Charges 07/22	202211013157193845				
	055.9200.500150	\$ 872,339.03	Recalculation Charges 10/22	202211013157193845				
	055.9200.500170	\$ 1,390.60	Recalculation Charges 10/22	202211013157193845				
	055.9200.500190	\$ 13,342.34	Recalculation Charges 10/22	202211013157193845				
	055.9200.500210	\$ 12,074.25	Recalculation Charges 10/22	202211013157193845				
	055.9200.450340	\$ 16.31	Recalculation Charges 01/20	202211013157193960				
	055.9200.450340	\$ 239.59	Initial Charges 11/22	202211013157193960				
						11/04/2022	13852	\$ 900,402.98
001552 - HOME DEPOT CREDIT SERVICES	055.9190.520000	\$ 2,170.35	Small Tools & Plumbing Hardware~	103122_MULTIPLE(2)	055.0002968	10/31/2022	13853	\$ 2,170.35

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004075 - THE DEPARTMENT OF THE TREASURY	011.210210	\$ 58.49	Medicare Tax: 3rd Party Sick Pay	080222		08/02/2022	13854	\$ 58.49

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000714 - CALPERS	011.1001.502020	\$ 1,650.61	Monthly Expense of UAL~	100000016952536				
	011.1002.502020	\$ 16,191.72	Monthly Expense of UAL~	100000016952536				
	011.1003.502020	\$ 7,309.86	Monthly Expense of UAL~	100000016952536				
	011.1004.502020	\$ 24,877.09	Monthly Expense of UAL~	100000016952536				
	011.1024.502020	\$ 7,270.56	Monthly Expense of UAL~	100000016952536				
	011.1026.502020	\$ 12,183.09	Monthly Expense of UAL~	100000016952536				
	011.1031.502020	\$ 21,536.56	Monthly Expense of UAL~	100000016952536				
	011.1040.502020	\$ 14,894.81	Monthly Expense of UAL~	100000016952536				
	011.1041.502020	\$ 12,615.40	Monthly Expense of UAL~	100000016952536				
	011.1043.502020	\$ 27,353.01	Monthly Expense of UAL~	100000016952536				
	011.1046.502020	\$ 6,720.35	Monthly Expense of UAL~	100000016952536				
	011.1047.502020	\$ 4,794.64	Monthly Expense of UAL~	100000016952536				
	011.1048.502020	\$ 3,615.63	Monthly Expense of UAL~	100000016952536				
	011.1049.502020	\$ 5,187.64	Monthly Expense of UAL~	100000016952536				
	057.1057.502020	\$ 196.50	Monthly Expense of UAL~	100000016952536				
	011.1060.502020	\$ 15,209.22	Monthly Expense of UAL~	100000016952536				
	020.1084.502020	\$ 25,623.80	Monthly Expense of UAL~	100000016952536				
	056.5600.502020	\$ 12,418.89	Monthly Expense of UAL~	100000016952536				
	055.7100.502020	\$ 11,711.49	Monthly Expense of UAL~	100000016952536				
	055.7200.502020	\$ 3,890.73	Monthly Expense of UAL~	100000016952536				
	055.8000.502020	\$ 6,209.45	Monthly Expense of UAL~	100000016952536				
	055.8100.502020	\$ 26,252.60	Monthly Expense of UAL~	100000016952536				
	055.8400.502020	\$ 1,179.01	Monthly Expense of UAL~	100000016952536				
	055.9000.502020	\$ 23,619.48	Monthly Expense of UAL~	100000016952536				
	011.9019.502020	\$ 12,379.59	Monthly Expense of UAL~	100000016952536				
	055.9100.502020	\$ 19,060.65	Monthly Expense of UAL~	100000016952536				
	055.9190.502020	\$ 53,016.10	Monthly Expense of UAL~	100000016952536				
	055.9200.502020	\$ 16,034.52	Monthly Expense of UAL~	100000016952536				
	011.1031.502020	\$ 253,489.00	Monthly Expense of UAL~	100000016952547				
	011.1033.502020	\$ 1,053.25	Monthly Expense of UAL~	100000016952552				
	011.1031.502020	\$ 412.42	Monthly Expense of UAL~	100000016952560				

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000714 - CALPERS	011.1033.502020	\$ 404,275.75	Monthly Expense of UAL~	100000016952567				
	011.1024.502020	\$ 208.42	Monthly Expense of UAL~	100000016952575				
						10/27/2022	13855	\$ 1,052,441.84
004303 - ATHENS INSURANCE SERVICES, INC	011.1026.594200	\$ 6,508.66	TPA Fees 11/22	IVC29804				
						11/08/2022	13856	\$ 6,508.66
001401 - CENTRAL BASIN MWD	020.1084.500130	\$ 41,560.83	Potable & Recycled Water	VERSEP22		11/08/2022	13857	\$ 41,560.83
003073 - ECS IMAGING, INC	011.9019.590110	\$ 7,140.00	Laserfiche Software License Renewal	17162				
						11/08/2022	13858	\$ 7,140.00
005350 - HAUL AWAY RUBBISH SERVICE CO,	011.1049.596200	\$ 102.00	Disposal & Recycling Services	27X09718				
	011.1049.596200	\$ 943.88	Disposal & Recycling Services	27X09719				
	011.1048.596200	\$ 102.00	Disposal & Recycling Services	27X09720				
	011.1049.596200	\$ 319.00	Disposal & Recycling Services	27X09721				
	011.1049.596200	\$ 227.00	Disposal & Recycling Services	27X09725				
	011.1049.596200	\$ 102.00	Disposal & Recycling Services	2AX10452				
	011.1049.596200	\$ 539.02	Disposal & Recycling Services	2AX10453				
	011.1048.596200	\$ 102.00	Disposal & Recycling Services	2AX10454				
	011.1049.596200	\$ 319.00	Disposal & Recycling Services	2AX10455				
	011.1049.596200	\$ 177.00	Disposal & Recycling Services	2AX10459				
	011.1049.596200	\$ 4,385.48	Disposal & Recycling Services	2AX10460				
						11/08/2022	13859	\$ 7,318.38
007321 - NALCO WATER	055.9190.500230	\$ 37,764.78	Water Treatment Chemicals	6670324058				
						11/08/2022	13860	\$ 37,764.78

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005614 - NORTHWEST ELECTRICAL SERVICES,	020.1084.900000	\$ 285.00	Technical Design Services	1824				
	020.1084.590000	\$ 5,700.00	Technical Design Services	1824				
	020.1084.900000	\$ 35,696.25	Technical Design Services	1824				
	020.1084.900000	\$ 6,618.95	Technical Design Services	1824				
	055.8200.596200	\$ 12,397.50	Technical Design Services	1824				
						11/08/2022	13861	\$ 60,697.70
001447 - TYLER TECHNOLOGIES, INC	011.9019.860000	\$ 2,100.00	ERP System (Munis) Upgrade	45376516				
	011.9019.860000	\$ 11,900.00	ERP System (Munis) Upgrade	45377584				
	011.9019.860000	\$ 7,000.00	ERP System (Munis) Upgrade	45391039				
	011.9019.860000	\$ 4,900.00	ERP System (Munis) Upgrade	45391930				
						11/08/2022	13862	\$ 25,900.00
001658 - WATER REPLENISHMENT DISTRICT	020.1084.500110	\$ 226,929.54	Groundwater Production & Assessment	110922				
						11/08/2022	13863	\$ 226,929.54
005490 - CINTAS CORPORATION	011.1043.540000	\$ 248.03	Uniforms	4135620911				
	011.1043.540000	\$ 244.09	Uniforms	4136315285				
						11/10/2022	13864	\$ 492.12
005460 - ETC DEPOT	011.9019.520010	\$ 458.00	Cable~	19782538	011.0015448			
	011.9019.520010	\$ 790.00	Camera~	19782538	011.0015448			
	011.9019.520010	\$ 60.00	Shipping	19782538	011.0015448			
						11/10/2022	13865	\$ 1,308.00

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005093 - JCL TRAFFIC SERVICES	011.1043.520000	\$ 1,152.40	Paint~	116885	011.0015469			
	011.1043.520000	\$ 559.00	Paint~	116885	011.0015469			
	011.1043.520000	\$ 470.45	Paint~	116885	011.0015469			
	011.1043.520000	\$ 386.60	Paint~	116885	011.0015469			
	011.1043.520000	\$ 91.50	Paint~	116885	011.0015469			
	011.1043.520000	\$ 330.00	Drive Rivet~	116885	011.0015469			
	011.1043.520000	\$ 306.47	Sales Tax 10.25	116885				
						11/10/2022	13866	\$ 3,296.42
002169 - KONECRANES, INC	055.8400.590000	\$ 775.00	Quarterly Inspection	154732500		11/10/2022	13867	\$ 775.00
000804 - LB JOHNSON INDUSTRIAL HARDWARE	011.1049.520000	\$ 118.21	Small Tools, Plumbing & Building	123303	011.0015301			
	011.1049.520000	\$ 21.62	Small Tools, Plumbing & Building	123385	011.0015301			
	011.1049.520000	\$ 13.13	Small Tools, Plumbing & Building	123461	011.0015301			
	011.1049.520000	\$ 6.55	Small Tools, Plumbing & Building	123567	011.0015301			
						11/10/2022	13868	\$ 159.51
006422 - MARIPOSA LANDSCAPES, INC	011.1049.590000	\$ 3,627.54	Landscape Maintenance 10/22	99869		11/10/2022	13869	\$ 3,627.54
004226 - NIELSEN, MERKSAMER, PARRINELLO	011.1002.596200	\$ 9,781.00	Professional Services 03/22	222648				
	011.1002.596200	\$ 338.50	Professional Services 04/22	223949				
	011.1002.596200	\$ 2,660.50	Professional Services 06/22	244979				
	011.1002.596200	\$ 580.00	Professional Services 07/22	245831				
	011.1002.596200	\$ 362.50	Professional Services 08/22	247058				
	011.1002.596200	\$ 435.00	Professional Services 10/22	248893				
	011.1002.596200	\$ 236.50	Professional Services 10/22	248894				
						11/10/2022	13870	\$ 14,394.00
004882 - NEOGOV	011.9019.590110	\$ 4,740.75	Biddle Software Subscription	INV26123		11/10/2022	13871	\$ 4,740.75

**CITY OF VERNON
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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
007424 - PRO-WEST & ASSOCIATES, INC	011.9019.520010	\$ 5,000.00	Technical Support~	6676	011.0015398	11/10/2022	13872	\$ 5,000.00
003775 - SILVA'S PRINTING NETWORK	056.5600.520000	\$ 469.97	Door Hangers~	27494	056.0000684	11/10/2022	13873	\$ 518.14
	056.5600.520000	\$ 48.17	Sales Tax 10.25	27494				
006975 - THE ARROYO GROUP	011.1041.595200	\$ 80,945.25	West-Side Project Specific Plan	1005220		11/10/2022	13874	\$ 85,709.65
	011.1041.595200	\$ 4,764.40	West-Side Project Specific Plan	1005321				
006780 - THE HITT COMPANIES, INC	011.1003.520000	\$ 120.02	Self-Inking Dater	OE112254		11/10/2022	13875	\$ 120.02
001695 - VULCAN MATERIALS CO	011.1043.520000	\$ 20.14	Finance Charges~	386662	011.0015306	11/10/2022	13876	\$ 521.65
	011.1043.520000	\$ 501.51	Paving Materials~	73450932	011.0015306			
006120 - WESTERN ALLIED CORPORATION	011.1049.590000	\$ 1,032.74	Air Conditioner Maintenance	630471		11/10/2022	13877	\$ 1,032.74

**CITY OF VERNON
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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	\$ -492.90	Recalculation Charges 07/22	202211083157242 555				
	055.9200.500190	\$ -539.25	Recalculation Charges 07/22	202211083157242 555				
	055.9200.500170	\$ 222.30	Recalculation Charges 07/22	202211083157242 555				
	055.9200.500150	\$ 4.28	Initial Charges 01/21	202211083157242 555				
	055.9200.500170	\$ -223.51	Initial Charges 01/21	202211083157242 555				
	055.9200.500190	\$ -10.96	Initial Charges 01/21	202211083157242 555				
	055.9200.500150	\$ 711,504.98	Initial Charges 10/22	202211083157242 555				
	055.9200.500170	\$ 14,568.87	Initial Charges 10/22	202211083157242 555				
	055.9200.500190	\$ 13,649.15	Initial Charges 10/22	202211083157242 555				
	055.9200.500210	\$ 10,853.09	Initial Charges 10/22	202211083157242 555				
	055.9200.450340	\$ 0.02	Initial Charges 01/21	202211083157242 610				
	055.9200.450340	\$ 14.20	Initial Charges 10/22	202211083157242 610				
						11/10/2022	13878	\$ 749,550.27
001635 - EMPLOYMENT DEVELOPMENT DEPT	055.9190.502070	\$ 117.00	Unemployment Insurance Benefit Charge	L0155287184				
	011.1060.502070	\$ 359.00	Unemployment Insurance Benefit Charge	L0155287184				
	011.1040.502070	\$ 905.00	Unemployment Insurance Benefit Charge	L0155287184				
						11/09/2022	13879	\$ 1,381.00

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ELECTRONIC

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	PAYMENT NUMBER	PAYMENT AMOUNT
002190 - OFFICE DEPOT	011.1031.520000	\$ 59.63	Office Supplies	267733798001				
	011.1031.520000	\$ 184.39	Office Supplies	267733963001				
	011.1031.520000	\$ 21.29	Office Supplies	267733963002				
	011.1031.520000	\$ 72.40	Office Supplies	267733966001				
						11/09/2022	13880	\$ 337.71
TOTAL ELECTRONIC								\$ 6,396,087.46

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EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
007470 - RALPHS GROCERY COMPANY	011.1070.550000	\$ 897.12	Gravy Mix~	110222	011.0015480			
	011.1070.550000	\$ 2,005.92	Cranberry Sauce~	110222	011.0015480			
	011.1070.550000	\$ 2,016.00	Stuffing~	110222	011.0015480			
	011.1070.550000	\$ 2,711.52	Pure Pumpkin~	110222	011.0015480			
						11/02/2022	610034	\$ 7,630.56
007470 - RALPHS GROCERY COMPANY	011.1070.550000	\$ 3,013.92	Dinner Rolls~	110222(2)	011.0015479			
						11/02/2022	610035	\$ 3,013.92
007448 - MARIA I. AGUAYO	011.112700	\$ 150.00	SEWC Attendance Stipend~	100622				
						11/03/2022	610036	\$ 150.00
004799 - ALL AMERICAN ASPHALT	011.200400	\$ 41,888.54	Street Improvement Project~	200242				
						11/03/2022	610037	\$ 41,888.54
001948 - AT&T	011.9019.560010	\$ 25.61	Period: 08/06/22 - 09/05/22	18737079				
	011.9019.560010	\$ 3,421.70	Period: 08/10/22 - 09/09/22	18743096				
	011.9019.560010	\$ 51.42	Period: 08/10/22 - 09/09/22	18743097				
	055.9000.560010	\$ 265.71	Period: 08/10/22 - 09/09/22	18743098				
	011.9019.560010	\$ 2,098.01	Period: 08/10/22 - 09/09/22	18743099				
	011.9019.560010	\$ 1,405.64	Period: 08/10/22 - 09/09/22	18743100				
	056.5600.560010	\$ 717.36	Period: 08/10/22 - 09/09/22	18743101				
	056.5600.560010	\$ 25.71	Period: 08/10/22 - 09/09/22	18743200				
	011.9019.560010	\$ 229.67	Period: 08/10/22 - 09/09/22	18743532				
	011.9019.560010	\$ 49.79	Period: 08/15/22 - 09/14/22	18788082				
						11/03/2022	610038	\$ 8,290.62
003050 - VERONICA AVENDANO	011.1026.596900	\$ 174.90	Halloween Candy Reimbursement	102622				
						11/03/2022	610039	\$ 174.90
004448 - BATTERY SYSTEMS, INC	011.1046.520000	\$ 1,380.66	Vehicle Batteries~	8004085	011.0015283			
	011.1046.520000	\$ 950.92	Vehicle Batteries~	8020473	011.0015283			
						11/03/2022	610040	\$ 2,331.58

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EARLY CHECKS

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005366 - BLACK & WHITE EMERGENCY VEHICL	011.1031.570000	\$ 2,432.38	Cenator Light Bar w/Controller	4687	011.0015462			
	011.1031.570000	\$ 275.00	Storm Sirren Rev. 2	4687	011.0015462			
	011.1031.570000	\$ 172.89	Code3 Slim Speaker	4687	011.0015462			
	011.1031.570000	\$ 300.88	Vibrant Hide-A-Blast, VHAL, 6LED	4687	011.0015462			
	011.1031.570000	\$ 22.58	Screw Terminal Fuse Block	4687	011.0015462			
	011.1031.570000	\$ 45.00	Wire, Terminals, Tie-Wraps, Hardware	4687	011.0015462			
	011.1031.570000	\$ 1,400.00	Installation of Lighting, Equipment,	4687	011.0015462			
	011.1031.570000	\$ 332.99	Sales Tax 10.25	4687				
						11/03/2022	610041	\$ 4,981.72
000446 - BURRO CANYON SHOOTING PARK	011.1031.594200	\$ 140.00	Shooting Range Fees~	2775	011.0015293			
						11/03/2022	610042	\$ 140.00
001973 - CALIFORNIA FRAME & AXLE	011.1046.520000	\$ 11.03	Front End Repair & Alignment Services~	70289	011.0015284			
	011.1046.590000	\$ 237.50	Labor	70289	011.0015284			
	011.1046.520000	\$ 545.23	Front End Repair & Alignment Services~	70645	011.0015284			
	011.1046.590000	\$ 575.00	Labor	70645	011.0015284			
						11/03/2022	610043	\$ 1,368.76
000818 - CAMINO REAL CHEVROLET	011.1046.520000	\$ 238.58	Auto Parts~	80547	011.0015285			
	011.1046.520000	\$ 1,192.66	Auto Parts~	80777	011.0015285			
	011.1046.520000	\$ 62.93	Auto Parts~	81297	011.0015285			
						11/03/2022	610044	\$ 1,494.17
000068 - CAVENAUGH & ASSOCIATES	011.1031.596700	\$ 620.00	DUI Seminar / B. Gonzalez	101222				
						11/03/2022	610045	\$ 620.00
004163 - CENTRAL FORD	011.1046.520000	\$ 114.34	Auto Parts~	15852	011.0015286			
						11/03/2022	610046	\$ 114.34
001229 - CITY OF LOS ANGELES TREASURER	011.1043.590000	\$ 2,257.56	Traffic Signal Maintenance~	MA230000027				
						11/03/2022	610047	\$ 2,257.56

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007450 - MARIA DEL PILAR AVALOS	011.112700	\$ 150.00	SEWC Attendance Stipend~	100622		11/03/2022	610048 \$	150.00
007469 - E S A	011.1060.595200	\$ 4,831.25	City of Vernon Sustainability Plan	179070		11/03/2022	610049 \$	4,831.25
004730 - EXTREME SAFETY, INC	011.1049.520000	\$ 712.80	Nylon Liner~	3000694	011.0015326	11/03/2022	610050 \$	2,499.15
	011.1049.520000	\$ 1,123.20	Glasses~	3000694	011.0015326			
	011.1049.520000	\$ 430.80	MO-6940 GLIDE EARPLUG UNCORDED 100/BX 4	3000694	011.0015326			
	011.1049.520000	\$ 232.35	Sales Tax 10.25	3000694				
006696 - FACTORY MOTOR PARTS	011.1046.520000	\$ 307.91	Auto Parts~	109809638	011.0015287	11/03/2022	610051 \$	3,192.76
	011.1046.520000	\$ 1,537.26	Auto Parts~	124925705	011.0015287			
	011.1046.520000	\$ 1,347.59	Auto Parts~	167121159	011.0015287			
000399 - GARVEY EQUIPMENT COMPANY	011.1046.520000	\$ 50.54	Auto Parts & Accessories~	148927	011.0015288	11/03/2022	610052 \$	119.04
	011.1046.590000	\$ 68.50	Labor	148927	011.0015288			
007244 - GONZALEZ, BRITTANY	011.1031.596500	\$ 262.50	Cavanaugh & Associates - D.U.I. Seminars	101222		11/03/2022	610053 \$	262.50
006358 - INDUSTRIAL ENVIRONMENTAL ASSOC	011.1060.595200	\$ 2,205.92	Compliance Outreach Training &	22		11/03/2022	610054 \$	4,411.84
	011.1060.595200	\$ 2,205.92	Compliance Outreach Training &	23				
004143 - INTERWEST CONSULTING GROUP	011.1041.595200	\$ 37,782.77	Building & Safety Plan Review~	82267		11/03/2022	610055 \$	37,782.77
007449 - ANDREW C. LARA	011.112700	\$ 150.00	SEWC Attendance Stipend~	100622		11/03/2022	610056 \$	150.00

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002361 - LITTLEJOHN REULAND CORP	020.1084.590000	\$ 616.25	Motor Maintenance & Repairs	62654		11/03/2022	610057	\$ 616.25
003908 - LOPEZ & LOPEZ TIRE SERVICE	011.1046.520000	\$ 379.52	Tires, Accessories & Repairs~	6699	011.0015289			
	011.1046.520000	\$ 379.52	Tires, Accessories & Repairs~	6724	011.0015289			
	011.1046.520000	\$ 193.37	Tires, Accessories & Repairs~	6807	011.0015289			
	011.1046.590000	\$ 15.00	Labor~	6838	011.0015289	11/03/2022	610058	\$ 967.41
007451 - OCTAVIO C. MARTINEZ	011.112700	\$ 150.00	SEWC Attendance Stipend~	100622		11/03/2022	610059	\$ 150.00
007472 - JOHN MORA	011.112700	\$ 150.00	SEWC Attendance Stipend~	080422				
	011.112700	\$ 150.00	SEWC Attendance Stipend~	100622		11/03/2022	610060	\$ 300.00
000309 - NAPA AUTO PARTS	011.1046.520000	\$ 87.49	Auto Parts & Accessories~	108849	011.0015290			
	011.1046.520000	\$ 102.40	Auto Parts & Accessories~	158041	011.0015290			
	011.1046.520000	\$ 13.46	Auto Parts & Accessories~	158043	011.0015290			
	011.1046.520000	\$ 124.52	Auto Parts & Accessories~	158045	011.0015290			
	011.1046.520000	\$ 3,261.18	Auto Parts & Accessories~	158844	011.0015290			
	011.1046.520000	\$ 83.29	Auto Parts & Accessories~	159089	011.0015290			
	011.1046.520000	\$ 272.51	Auto Parts & Accessories~	159816	011.0015290			
	011.1046.520000	\$ 62.40	Auto Parts & Accessories~	159853	011.0015290			
	011.1046.520000	\$ 99.06	Auto Parts & Accessories~	160586	011.0015290			
	011.1046.520000	\$ 102.71	Auto Parts & Accessories~	160606	011.0015290			
	011.1046.520000	\$ 72.74	Auto Parts & Accessories~	161585	011.0015290			
	011.1046.520000	\$ 90.74	Auto Parts & Accessories~	161631	011.0015290			
	011.1046.520000	\$ 27.98	Auto Parts & Accessories~	161679	011.0015290	11/03/2022	610061	\$ 4,400.48
005934 - O'REILLY AUTO PARTS	011.1046.520000	\$ 11.13	Auto Parts & Accessories~	3049431366	011.0015291	11/03/2022	610062	\$ 11.13

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
004111 - PACIFIC COMMERCIAL TRUCK BODY,	011.1046.590000	\$ 90.00	Labor~	28637	011.0015417	11/03/2022	610063	\$ 90.00
007367 - POWERNET	011.9019.560010	\$ 628.67	Communication Services	43194902		11/03/2022	610064	\$ 628.67
001457 - QUINN COMPANY	011.1046.520000	\$ 225.49	Grill~	PC810963185	011.0015416			
	011.1046.520000	\$ 115.43	Bumper Assembly~	PC810963185	011.0015416			
	011.1046.520000	\$ 115.43	Bumper Assembly~	PC810963185	011.0015416			
	011.1046.520000	\$ 20.78	Lock Assembly~	PC810963185	011.0015416			
	011.1046.520000	\$ 20.82	Cam Latch~	PC810963185	011.0015416			
	011.1046.520000	\$ 7.42	Key~	PC810963185	011.0015416			
	011.1046.520000	\$ 608.89	Cover Assembly~	PC810963185	011.0015416			
	011.1046.520000	\$ 105.85	Sales Tax 9.5%	PC810963185		11/03/2022	610065	\$ 1,220.11
003900 - RICHARDS, WATSON & GERSHON	011.112700	\$ 1,382.00	General~	239534		11/03/2022	610066	\$ 1,382.00
007473 - TODD RODGERS	011.112700	\$ 150.00	SEWC Attendance Stipend~	100622		11/03/2022	610067	\$ 150.00
001420 - SAF-T-FLO WATER SERVICES	020.1084.520000	\$ 2,136.00	Injection Quill~	2210645	011.0015402			
	020.1084.520000	\$ 330.00	Tube Fitting~	2210645	011.0015402			
	020.1084.520000	\$ 40.00	Freight	2210645				
	020.1084.520000	\$ 252.77	Sales Tax 10.25	2210645		11/03/2022	610068	\$ 2,758.77
000171 - SHOETERIA	055.8100.540000	\$ 134.99	Steel Toe Work Boots~	38924IN	055.0002980	11/03/2022	610069	\$ 134.99
006997 - SESPE CONSULTING, INC	011.1060.595200	\$ 3,431.25	Environmental Remediation Services~	1349365				
	011.1060.595200	\$ 1,207.50	Environmental Remediation Services~	1357625		11/03/2022	610070	\$ 4,638.75

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VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
002075 - WEIDMANN ELECTRICAL TECHNOLOGY	055.8000.590000	\$ 168.44	Oil Samples	5900359466				
	055.8000.590000	\$ 144.38	Oil Samples	5900359467		11/03/2022	610071	\$ 312.82
006867 - WEST COAST HYDRAULIC LIFT REPA	011.1046.590000	\$ 585.00	Garage Lift Repairs	6345		11/03/2022	610072	\$ 585.00
005174 - ALL AMERICAN TROPHY & ENGRAVIN	011.1026.596900	\$ 2,089.24	2022 EE Recognition & Service Awards	116017		11/10/2022	610073	\$ 2,089.24
007276 - ALLIED UNIVERSAL JANITORIAL SE	011.1049.590000	\$ 4,512.74	Janitorial Day Porter Service 11/22	13459313		11/10/2022	610074	\$ 4,512.74
001948 - AT&T	055.9200.560010	\$ 152.00	Period: 09/19/20 - 10/18/20	161367505		11/10/2022	610075	\$ 152.00
006054 - BEARCOM	011.9019.520010	\$ 842.33	Maintenance & Repair	5420037		11/10/2022	610076	\$ 842.33
005078 - BURKE, WILLIAMS & SORENSEN, LL	011.1024.593200	\$ 1,396.00	Re: General~	291928				
	011.1024.593200	\$ 405.00	Re: Sanchez, Christina v. State of	291931				
	011.1024.593200	\$ 68.00	Re: Rodriguez, Teresa v. City of	291932				
	011.1024.593200	\$ 1,509.16	Re: Californians for Homeownership, Inc	291933				
						11/10/2022	610077	\$ 3,378.16
000778 - CALIFORNIA WATER SERVICE CO	011.1043.560000	\$ 58.61	Period: 8/23/22 - 09/22/22	092322				
	011.1043.560000	\$ 58.61	Period: 09/23/22 - 10/22/22	102422		11/10/2022	610078	\$ 117.22
000256 - CALPORTLAND COMPANY	020.1084.520000	\$ 761.31	Concrete	95646233				
	011.1043.520000	\$ 992.66	Concrete	95662033				
						11/10/2022	610079	\$ 1,753.97

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007477 - JULIET CERECERO	011.1026.596200	\$ 62.00	Reimb. Live Scan	103122		11/10/2022	610080	\$ 62.00
005490 - CINTAS CORPORATION	011.1047.540000	\$ 151.42	First Aid Kit Restock	5121507276				
	011.1047.540000	\$ 83.04	First Aid Kit Restock	5125346481				
	011.1047.540000	\$ 94.13	First Aid Kit Restock	5129207688		11/10/2022	610081	\$ 328.59
004860 - CLEANSTREET, LLC	011.1043.590000	\$ 27,162.29	Sweeper Services	104401CS		11/10/2022	610082	\$ 27,162.29
007466 - COMMERCE CASINO	011.1026.596900	\$ 10,366.04	2022 EE Holiday Event	083122		11/10/2022	610083	\$ 10,366.04
006365 - COMMERCIAL TRANSPORTATION SERV	011.1049.596700	\$ 1,577.34	Driver Training	3732		11/10/2022	610084	\$ 1,577.34
006131 - CONGRUITIVE	055.9100.590110	\$ 10,255.50	Annual RIG Maintenance Plan ~	2245	055.0003009	11/10/2022	610085	\$ 10,255.50
007475 - JOSHUA CUEVAS	011.1026.596200	\$ 52.00	Reimb. Live Scan	103122		11/10/2022	610086	\$ 52.00
001336 - CURRENT WHOLESALE ELECTRIC SUP	011.1049.520000	\$ 168.31	Electrical & Hardware Supplies~	275971	011.0015298	11/10/2022	610087	\$ 168.31
003969 - DOWNEY REFRIGERATION CORP	011.1049.590000	\$ 612.00	Ice Maker Maintenance	13803				
	011.1049.590000	\$ 873.28	Ice Maker Maintenance	13995		11/10/2022	610088	\$ 1,485.28
007474 - MIGUEL ESPINOZA	011.1026.596200	\$ 62.00	Reimb. Live Scan	103122		11/10/2022	610089	\$ 62.00

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001712 - GRAINGER, CO	056.5600.520000	\$ 43.40	Building Hardware~	9452892228	056.0000672			
	056.5600.520000	\$ 216.98	Building Hardware~	9452892236	056.0000672			
	056.5600.520000	\$ 143.75	Building Hardware~	9452892244	056.0000672			
	056.5600.520000	\$ 271.72	Building Hardware~	9452892251	056.0000672			
	056.5600.520000	\$ 283.30	Building Hardware~	9460934145	056.0000672			
	056.5600.520000	\$ 132.75	Building Hardware~	9460934152	056.0000672			
						11/10/2022	610090	\$ 1,091.90
002208 - HILL BROTHERS CHEMICAL CO	055.9190.500230	\$ 7,599.75	Ammonia Delivery 09/24/22	7146275		11/10/2022	610091	\$ 7,599.75
007476 - KRISTALL INIGUEZ PEREZ	011.1026.596200	\$ 62.00	Reimb. Live Scan	103122		11/10/2022	610092	\$ 62.00
000971 - KJSERVICES ENVIRONMENTAL CONSU	011.112700	\$ 1,920.00	SEWC Administrative Services~	2540		11/10/2022	610093	\$ 1,920.00
000875 - LAEDC	011.1023.550000	\$ 6,000.00	Eddy Awards 11/10/21~	B21B39090001		11/10/2022	610094	\$ 6,000.00
003272 - LANGUAGE LINE SERVICES, INC	011.1031.594200	\$ 214.27	Interpretation Services	10644257		11/10/2022	610095	\$ 214.27
006884 - RELX INC	011.1024.596600	\$ 200.00	LexisNexis Subscription Content Feature	3094159788		11/10/2022	610096	\$ 200.00
003342 - LIBERTY MANUFACTURING, INC	011.1031.590000	\$ 493.00	Range Maintenance	494		11/10/2022	610097	\$ 493.00
000870 - MAYWOOD CAR WASH	055.8100.570000	\$ 200.00	Car & Truck Wash Services ~	1212	055.0002983			
	011.1031.570000	\$ 70.00	Car & Truck Wash Services ~	1213	011.0015294			
						11/10/2022	610098	\$ 270.00

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 99
DECEMBER 6, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006203 - MRC SMART TECHNOLOGY SOLUTIONS	011.9019.590110	\$ 2,410.69	Managed Print Services	IN3043184		11/10/2022	610099	\$ 2,410.69
001943 - PLUMBING & INDUSTRIAL SUPPLY	011.1049.520000	\$ 191.78	Plumbing Supplies & Building Hardware~	S1272714001	011.0015304			
	011.1049.520000	\$ 887.88	Plumbing Supplies & Building Hardware~	S1272888001	011.0015304			
	011.1049.520000	\$ 7.89	Plumbing Supplies & Building Hardware~	S1272899001	011.0015304	11/10/2022	610100	\$ 1,087.55
007165 - PREMIER FITNESS SERVICE	011.1049.590000	\$ 175.00	Gym Maintenance Repair	78712		11/10/2022	610101	\$ 175.00
007278 - PRISM	011.1026.502030	\$ 903.21	Employee Assistance Program~	23400795		11/10/2022	610102	\$ 903.21
006956 - QUANTUM QUALITY CONSULTING, IN	011.1043.596200	\$ 1,175.00	Traffic Engineering Services	VE22012		11/10/2022	610103	\$ 1,175.00
000171 - SHOETERIA	055.8100.540000	\$ 133.94	Steel Toe Work Boots~	38879IN	055.0002980			
	055.8100.540000	\$ 150.00	Steel Toe Work Boots~	40198IN	055.0002980	11/10/2022	610104	\$ 283.94
004098 - SO CAL OVERHEAD DOOR CO, INC	011.1049.590000	\$ 5,742.27	Sectional Door Repair	52035		11/10/2022	610105	\$ 5,742.27
000380 - STACY MEDICAL CENTER	011.1031.596200	\$ 400.00	Medical Services	521148572				
	011.1031.596200	\$ 345.00	Medical Services	521148652		11/10/2022	610106	\$ 745.00
000141 - THOMSON REUTERS	011.9019.590110	\$ 1,276.60	Online/Software Subscription Charges	846629032	011.0015471			
	011.9019.590110	\$ 1,276.60	Online/Software Subscription Charges	846967163	011.0015472	11/10/2022	610107	\$ 2,553.20

**CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 99
DECEMBER 6, 2022**

EARLY CHECKS

VENDOR NAME AND NUMBER	ACCOUNT NUMBER	INVOICE AMOUNT	DESCRIPTION	INVOICE	P.O.#	PAYMENT DATE	CHECK NUMBER	PAYMENT AMOUNT
006132 - THYSSENKRUPP ELEVATOR CORPORAT	055.8400.590000	\$ 459.00	Elevator Service & Maintenance	3006847292				
	011.1049.590000	\$ 669.00	Elevator Service & Maintenance	3006847707				
						11/10/2022	610108	\$ 1,128.00
006997 - TRINITY CONSULTANTS, INC	055.9190.596200	\$ 1,466.79	Environmental Remediation Services~	1351572				
						11/10/2022	610109	\$ 1,466.79
000883 - UNITED RENTALS, INC	011.1049.520000	\$ 794.83	Equipment & Tool Rental	208445564001				
	011.1049.520000	\$ 1,375.06	Equipment & Tool Rental	208799944001				
						11/10/2022	610110	\$ 2,169.89
007064 - WEIDNERCA	011.1043.900000	\$ 2,970.00	Gateway Signage Conceptual Design	16165				
						11/10/2022	610111	\$ 2,970.00
TOTAL EARLY CHECKS								\$ 251,228.83

CITY OF VERNON
OPERATING ACCOUNT
WARRANT REGISTER NO. 99
DECEMBER 6, 2022

RECAP BY FUND

<u>FUND</u>	<u>ELECTRONIC TOTAL</u>	<u>EARLY CHECK TOTAL</u>	<u>WARRANT TOTAL</u>	<u>GRAND TOTALS</u>
011 - GENERAL	\$ 3,583,540.98	\$ 224,127.03	\$ 0.00	\$ 3,807,668.01
020 - WATER	450,767.96	4,136.33	0.00	454,904.29
055 - LIGHT & POWER	2,344,661.70	21,130.50	0.00	2,365,792.20
056 - NATURAL GAS	12,937.03	1,834.97	0.00	14,772.00
057 - FIBER OPTIC	4,179.79	0.00	0.00	4,179.79
GRAND TOTAL	\$ 6,396,087.46	\$ 251,228.83	\$ 0.00	\$ 6,647,316.29

TOTAL CHECKS TO BE PRINTED 0

City Council Agenda Item Report

Submitted by: Rosa Garibay
Submitting Department: Public Works
Meeting Date: December 6, 2022

SUBJECT

Public Works Department Monthly Report

Recommendation:

Receive and file the October 2022 Building Report.

Background:

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

Fiscal Impact:

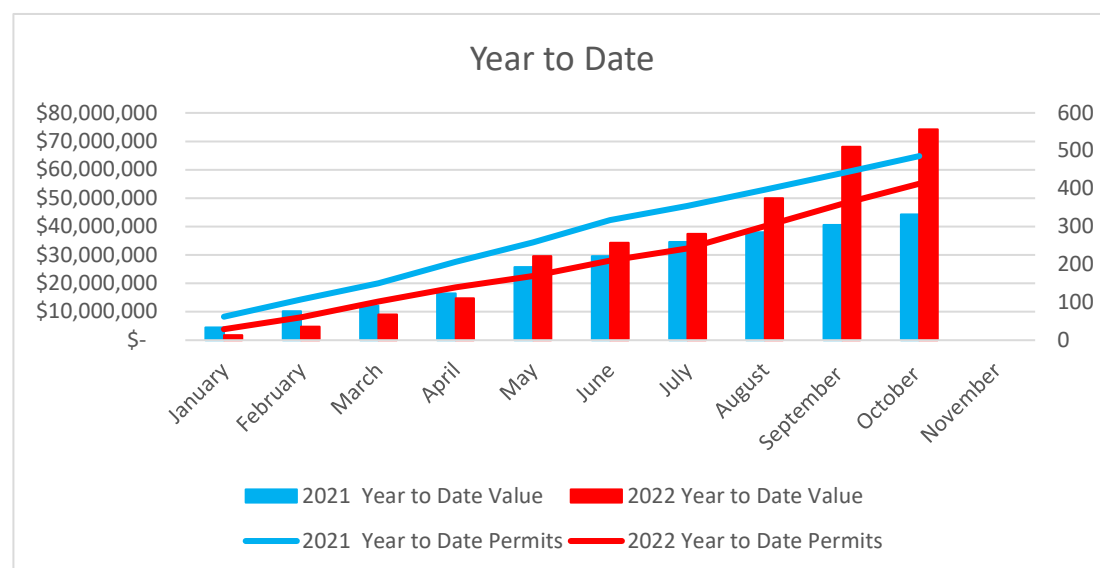
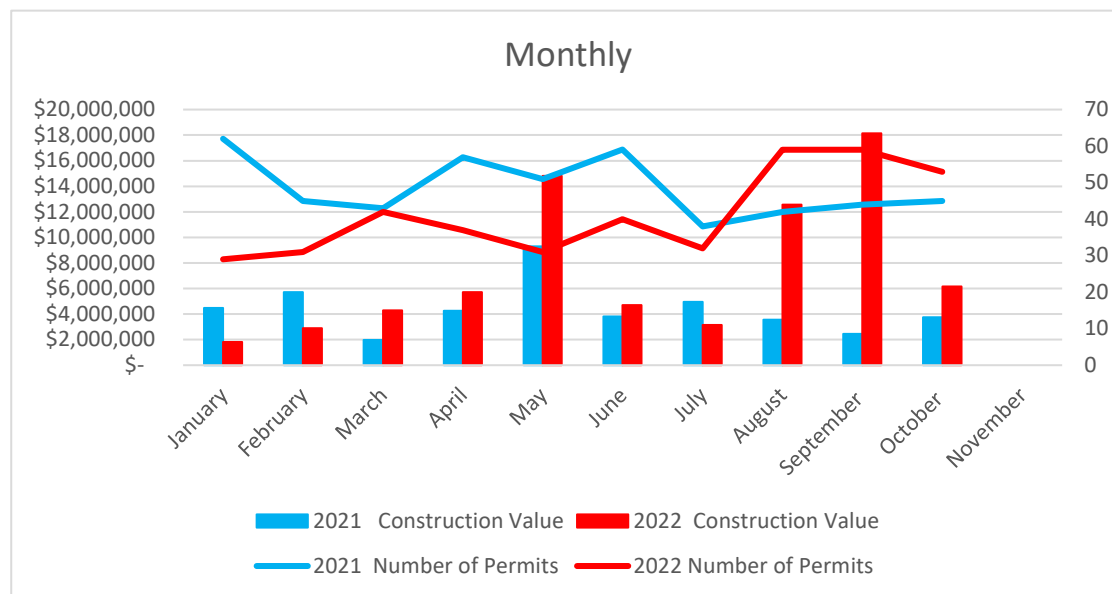
There is no fiscal impact associated with this report.

Attachments:

1. [Public Works Department October 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	\$ 4,969,602	38	\$ 34,507,387	355	\$ 3,142,154	32	\$ 37,393,677	242	-32%	8%
August	\$ 3,551,601	42	\$ 38,058,988	397	\$ 12,576,749	59	\$ 49,970,426	301	-24%	31%
September	\$ 2,464,590	44	\$ 40,523,578	441	\$ 18,150,011	59	\$ 68,120,437	360	-18%	68%
October	\$ 3,749,547	45	\$ 44,273,125	486	\$ 6,149,088	53	\$ 74,269,525	413	-15%	68%
November										
December										





City of Vernon
Building Department
Monthly Report from 10/1/2022 to 10/31/2022

Type	Value	# of Permits
Commercial - Remodel	\$250,000.00	1
Demolition	\$950,000.00	5
Electrical	\$857,939.00	14
Industrial - New	\$420,000.00	1
Industrial - Remodel	\$270,000.00	2
Mechanical	\$598,200.00	5
Miscellaneous	\$1,965,215.00	18
Plumbing	\$262,000.00	3
Roof	\$575,734.00	4
OCTOBER 2022 TOTALS	\$6,149,088.00	53
PREVIOUS MONTHS TOTAL	\$18,150,011.02	59
YEAR TO DATE TOTAL	\$24,299,099.00	112
OCTOBER 2021 TOTALS	\$3,749,547.00	45
PREVIOUS MONTHS TOTAL	\$40,523,578.00	441
PRIOR YEAR TO DATE TOTAL	\$44,273,125.00	486



**City of Vernon
Building Department
Major Projects from 10/1/2022 to 10/31/2022
Valuations > 20,000**

Permit No.	Project Address	Tenant	Description	Job Value
Commercial - Remodel				
B-2022-5384	3809 SOTO ST APN 6302020058		Interior tenant improvement to a new shell building for Starbucks coffee. T.I. to include interior partition walls, lighting, casework, fixtures, finishes, HVAC, mechanical, electrical and plumbing	250000
1	Record(s)			\$250,000.00
Demolition				
B-2022-5568	2801 LEONIS BLVD APN 6303022003		Demolition of commercial building (32000 SF). Cap utilities	300000
B-2022-5631	4961 52ND PL APN 6314021009		Demolition of all existing onsite improvements	200000
B-2022-5633	4979 52ND PL APN 6314021008		Demolition of all existing onsite improvements	100000
B-2022-5632	4905 52ND PL APN 6314022803		Demolition of all existing onsite improvements	200000
B-2022-5636	4925 52ND PL APN 6314021010		Demolition of all existing onsite improvements. 4925-4935 52nd Place.	150000
5	Record(s)			\$950,000.00
Electrical				
B-2021-4831	3200 WASHINGTON BL APN 5169023031	Lineage Logistics	Installation of rooftop photovoltaic system on existing building	428400
B-2022-5508	4500 BANDINI BLVD APN 6304030001		Install backup generator	21039
B-2022-5383	3809 SOTO ST APN 6302020058		Interior tenant improvement to a new shell building for Starbucks coffee. T.I. to include interior partition walls, lighting, casework, fixtures, finishes, HVAC, mechanical, electrical and plumbing	250000
B-2022-5613	3200 SLAUSON AVE APN 6310027023		Electrical power to new production line	100000
4	Record(s)			\$799,439.00
Industrial - New				
B-2022-5446	5300 BOYLE AVE APN 6310008020		Install two temporary fabric structures	420000

1	Record(s)			\$420,000.00
Industrial - Remodel				
B-2022-5362	2727 VERNON AVE APN 6302020041	Overhill Farms	Centralize palletizing - office remodel	250000
1	Record(s)			\$250,000.00
Mechanical				
B-2022-5385	3809 SOTO ST APN 6302020058		Interior tenant improvement to a new shell building for Starbucks coffee. T.I. to include interior partition walls, lighting, casework, fixtures, finishes, HVAC, mechanical, electrical and plumbing	250000
B-2022-5333	5353 DOWNEY RD APN 6310002029		Install new churro line Fryer, Exhaust ducting, Heat Exchanger and new roof mounted mechanical euipment.	78200
B-2022-5460	4380 AYERS AVE APN 6304001018		New HVAC unit and new ducting. Rerouting of existing ducting	100000
B-2022-5611	6043 MALBURG WAY APN 6310027044		Add (2) HVAC Units and ductwork to new cooler box (used for storage of temperature sensitive items)	150000
4	Record(s)			\$578,200.00
Miscellaneous				
B-2022-5604	2905 50TH ST APN 6303024010		Installation of a drive-in rack system at 14'-0" high. Maximum storage under 12'-0"	60000
B-2022-5580	3200 SLAUSON AVE APN 6310027023		Installation of new popcorn popping and coating equipment including conveyors with new exhaust hoods and makeup air units to added. No changes to building or occupancy.	275000
B-2022-5300	6011 MALBURG WAY APN 6310027045		Shaker, tank support and anchorage	35000
B-2022-5573	2727 VERNON AVE APN 6302020041		Provide structure support for packing conveyor system above existing (1) hour fire rated ceiling.	75000
B-2022-5597	5801 2ND ST APN 6308018023		Asbestos abatement prior to building demo	786949
B-2022-5569	4380 AYERS AVE APN 6304001018		Installation of HPS pallet rack and cantilever rack systems	50000
B-2021-4828	3200 WASHINGTON BL APN 5169023031	Lineage Logistics	Installation of roof top photo system on existing building	85680
B-2022-5350	3165 SLAUSON AVE APN 6310007006		Vapor Barrier under new 69522 sf warehouse	70000
B-2022-5524	3140 E SLAUSON AVE		Rack storage	30000

	APN		
B-2020-4010	5300 BOYLE AVE APN 6310008020	Filter structure and tank	55000
B-2021-4857	4575 LOMA VISTA AVE APN 6304022059	Installation of storage racks	95000
B-2022-5507	4500 BANDINI BLVD APN 6304030001	Install backup generator	35961
B-2022-5513	5655 SANTA FE AVE APN 6308017013	Vapor intrusion mitigation systems for warehouse building	250000
13	Record(s)		\$1,903,590.00
Plumbing			
B-2022-5382	3809 SOTO ST APN 6302020058	Interior tenant improvement to a new shell building for Starbucks coffee. T.I. to include interior partition walls, lighting, casework, fixtures, HVAC, mechanical, electrical and plumbing	250000
1	Record(s)		\$250,000.00
Roof			
B-2022-5599	2957 46TH ST APN 6303014012	Roofing - coating	94800
B-2022-5625	3420 VERNON AVE APN 6303011047	Remove existing roof to existing metal deck lay 1/2" dens deck lay 60 mil TPO mechanically fastened system over existing metal dock of engine room building, total of 16 squares	23236
B-2022-5570	3420 VERNON AVE APN 6303011047	Clean roof of all debris lay 1/2" coverboard, lay 60mil TPO mechanically fastened rhino bond system over existing bur cap sheet roof	402698
B-2022-5519	4651 PACIFIC BLVD APN 6308009029	Tear off existing (3) layers of roof. Replace with 78 squares of 60mil TPO.	55000
4	Record(s)		\$575,734.00
34	Permit(s)	Total	\$5,976,963.00



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

None



City of Vernon
Building Department
Demolition Report - October 2022

4961 52nd Place
Dunn-Edwards Corp
Demolition of all existing onsite improvements
45,500 sq. ft.

4905 52nd Place
LA Junction RY Co
Demolition of all existing onsite improvements
17,000 sq. ft.

4925 52nd Place
Dunn-Edwards Corp
Demolition of all existing onsite improvements. 4925-4935 52nd Place.
56,000 sq. ft.

4979 52nd Place
Dunn-Edwards Corporation
Demolition of all existing onsite improvements
14,467 sq ft.

City of Vernon
Certificate of Occupancy
Applications Date From 10/1/2022 to 10/31/2022

Issued	Permit No.	Project Address	Tenant	Description	Fees Paid	Square Feet
C-2022-1947	2024 APN	45TH ST 6308013027	Del-Tho Industries, Inc.	Warehousing cardboard boxes	385.00	5000
C-2022-1948	2035 APN	46TH ST 6308013032	Del-Tho Industries, Inc.	Warehousing cardboard boxes	885.00	21325
C-2022-1949	2032 APN	45TH ST 6308013039	Del-Tho Industries, Inc.	Warehousing cardboard boxes	885.00	10000
C-2022-1950	4625 APN	49TH ST 6304018023	MVP Wholesale LLC	Medical wholesale of janitorial and cleaning supplies	885.00	10960
C-2022-1952	1942 APN	46TH ST 6308014032	Nova Textile Group, Inc.	Storage textile rolls on racks. A portion of the area will be used for general everyday office	885.00	20800
C-2022-1953	2131 APN	51ST ST 6308015017	Wang Globalnet	Warehousing dry food, alcohol and beverages	885.00	30000
C-2022-1954	6250 APN	BOYLE AVE 6310027022	Pixior LLC	3PL Warehouse. Items s	1,207.00	205312
C-2022-1955	2928 APN	LEONIS BLVD 6303024016	American Golden Season Inc.	Kitchenware distributor. Import and export	885.00	10393
C-2022-1956	5389 APN	ALCOA AVE 6310008016	Zuni Sportswear	Containers in, offload boxes,store ship out boxes	1,046.00	66695
C-2022-1957	4625 APN	DISTRICT AVE 6304020035	Tawa Services, Inc.	Logistics: dry/refrigerated wholeseller of grocery products	885.00	42000
C-2022-1951	2345 APN	52ND ST 6308016036	Clarkt, LLC	Warehousing and distribution of apparel	385.00	500
Total for Certificate of Occupancy:					9,218.00	422,985.00
11 Permits					Total Fees	9,218.00

City of Vernon
Certificate of Occupancy
Issued Date From 10/1/2022 to 10/31/2022

Issued	Permit	Project Address	Tenant	Description	Fees Paid	Square Feet
10/6/2022	C-2022-1926	3030 LEONIS BLVD APN 6303024023	JSL Foods Inc.	Food processing (noodles)	885.00	20000
10/19/2022	C-2022-1939	3259 46TH ST APN 6303016001	Plates & Beyond Inc.	Warehousing and distribution of household items	885.00	6000
10/19/2022	C-2021-1595	4455 FRUITLAND AVE APN 6304026030	Envision Apparel Solutions, Inc.	Screen printing of apparel	885.00	9000
10/19/2022	C-2022-1941	4170 BANDINI BLVD APN 6304003001	Perrin Bernard Supowitz, LLC dba Individual Food Service	Warehousing of dry food products	1,046.00	60000
10/19/2022	C-2022-1951	2345 52ND ST APN 6308016036	Clarkt, LLC	Warehousing and distribution of apparel	385.00	500
10/20/2022	C-2022-1943	3259 46TH ST APN 6303016001	DG Elemental Products Inc.	Warehousing and distribution of general merchandise	885.00	9000
10/20/2022	C-2022-1937	4444 26TH ST APN 5243018017	Golden West Trading Inc.	Warehousing of dry food products	1,046.00	65798
Total for Certificate of Occupancy:					6,017.00	170,298.00
7 Permits					Total Fees	6,017.00

City Council Agenda Item Report

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: December 6, 2022

SUBJECT

Professional Services Agreement with Sespe Consulting, Inc.

Recommendation:

Approve and authorize the City Administrator to execute a Professional Services Agreement with Sespe Consulting, Inc., in substantially the same form as submitted, for environmental compliance and remediation technical consulting services for a total not-to-exceed amount of \$300,000 over a three-year term.

Background:

The Department of Health and Environmental Control (DHEC) serves as the Certified Unified Program Agency (CUPA) for the City of Vernon. The DHEC is authorized to provide oversight for specified contaminated sites to facilitate the completion of site clean-up projects in an expeditious manner. The oversight services provided by DHEC are in addition to the Department of Toxic Substances Control (DTSC) and Regional Water Quality Control Board (RWQCB) oversight programs. DHEC has identified the need to secure a qualified environmental consulting firm to assist with site clean-up/remediation projects that require in-depth review and analysis of technical data by certified professionals with appropriate licenses or certifications.

Pursuant to Vernon Municipal Code (VMC) Section 3.32.070, the DHEC publicized the Request for Proposal (RFP) for Environmental Compliance and Remediation Technical Consulting Services, as the cost for the service over a three-year period was anticipated to exceed \$50,000 and required competitive selection pursuant to VMC Section 3.32.080. The DHEC received five (5) proposals from qualified firms which were rated on their experience, overall cost, feedback from references, and responsiveness to the RFP. After thorough consideration, Sespe Consulting, Inc. (Sespe) was selected as the most qualified firm based upon the collective rating calculated by Department staff. Therefore, the DHEC recommends that Council award the contract to Sespe for environmental compliance and remediation technical consulting services for a three (3) year term. The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Sufficient funds for environmental compliance and remediation technical consulting services are available in the General Fund, Health Department, Technical Professional Services Account No. 011.1060.595200 in Fiscal Year 2022-23 and will be budgeted in subsequent Fiscal Years.

Attachments:

1. [Sespe Consulting, Inc. Services Agreement](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND SESPE
CONSULTING INC. FOR ENVIRONMENTAL COMPLIANCE AND REMEDIATION
TECHNICAL CONSULTING SERVICES

COVER PAGE

Contractor:	Sespe Consulting, Inc.
Responsible Principal of Contractor:	John Hecht, P.E., Principal Consultant
Notice Information - Contractor:	Sespe Consulting, Inc. 3990 Old Town Avenue, Suite A203 . San Diego, CA 92110 Attention: Brian G. Anderson, P.G, R.G, L.H.G Telephone: (619) 894-8669
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Freddie Agyin, Director of Health and Environmental Control Telephone: (323) 826-1448
Commencement Date:	December 6, 2022
Termination Date:	December 5, 2025
Consideration:	Total not to exceed \$300,000 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND SESPE CONSULTING, INC. FOR ENVIRONMENTAL COMPLIANCE AND REMEDIATION TECHNICAL CONSULTING SERVICES

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and Sespe Consulting, Inc., a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on December 6, 2022.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on August 25, 2022, and titled Environmental Compliance and Remediation Technical Consulting Services, and Contractor's proposal to the City ("Proposal") dated September 8, 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 December 6, 2022, and it shall continue until December 5, 2025 unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

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

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$300,000 without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

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

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

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

5.4.2 Approved reproduction charges.

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

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

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

6.0 PAYMENT.

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

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

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

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

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

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

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

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

9.0 INDEMNITY. Contractor agrees to indemnify City, its officers, elected officials, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities"), including but not limited to professional negligence, that may be asserted or claimed by any person, firm or entity arising

out of or in connection with the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

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

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

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

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

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

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

injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the City under the performance of the services.

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

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

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

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

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

viii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

ix. Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Agreement until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection

rights for premiums, attorney's fees and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Agreement and seek damages from the Agreement resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

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

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

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

11.3 OWNERSHIP OF WORK. All documents and materials furnished by the City to Contractor shall remain the property of the City and shall be returned to the City upon termination of this Agreement. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets, and other documents

prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested at no additional cost to the City. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of this Agreement. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

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

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

11.8 NO ASSIGNMENT. Contractor shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the

Contractor of its obligations under this Agreement. No assignment shall release the original parties from their obligations or otherwise constitute a novation.

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Agreement shall entitle the City to terminate the Agreement and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

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

11.11 INTERPRETATION.

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

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

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

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

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

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

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

11.13 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: Freddie Agyin, Director of Health and Environmental Control
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Sespe Consulting, Inc.
Attention: Brian G. Anderson, P.G., R.G., L.H.G
3990 Old Town Avenue, Suite A203
San Diego, CA 92110

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

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

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

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

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

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

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

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

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

[Signatures Begin on Next Page].

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

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

Sespe Consulting, Inc., a California
corporation

By: _____
Carlos R. 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 PROPOSAL

September 8, 2022

City of Vernon
Health and Environmental Control Department
4305 Santa Fe Avenue
Vernon, California 90058

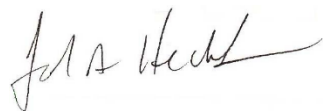
RE: Response to City of Vernon Environmental Compliance and Remediation Technical Consulting Services Request for Proposals

Sespe Consulting, Inc. (Sespe) is pleased to present the enclosed proposal in response to the City of Vernon's Request for Proposals (RFP) to provide environmental compliance and remediation technical services. This proposal outlines Sespe's understanding of the RFP's scope of services and our extensive experience with the type of services requested. This proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.

Business Entity: Sespe Consulting, Inc. (A Trinity Consultants Company)
374 Poli Street, Suite 200
Ventura, California 93001
Office (805) 275-1515 • Fax (805) 667-8104

Contact Person: Brian G. Anderson, P.G., R.G., L.H.G.
3990 Old Town Avenue, Suite A203
San Diego, California 92110
Cell: (619) 778-1938 • Office: (619) 894-8669

Respectfully submitted,



John Hecht, P.E.
Principal Consultant

Sespe Consulting, Inc. – A Trinity Consultants Company

Attachments:

1. Response to the City of Vernon RFP
2. Company Profile
3. Staff Resumes and Matrix of Experience
4. Affidavit of Non-Collusion



374 Poli Street, Suite 200 • Ventura, California 93001
Office (805) 275-1515 • Fax (805) 667-8104

ATTACHMENT 1

**RESPONSE TO REQUEST FOR PROPOSALS
TO PROVIDE ENVIRONMENTAL COMPLIANCE
AND REMEDIATION TECHNICAL CONSULTING SERVICES
TO THE CITY OF VERNON**

September 8, 2022

Prepared for:

City of Vernon
Health and Environmental Control Department
4305 Santa Fe Avenue
Vernon, California 90058

Prepared by:

Sespe Consulting, Inc.
374 Poli Street, Suite 200
Ventura, California 93001
(805) 275-1515

1. Introduction

Uniquely situated within the Los Angeles metropolitan area, the City of Vernon (City) was incorporated in 1905 as the first industrial municipality in California. With direct access to key infrastructure, the City has served as gateway for industry, ranging from manufacturing, processing, packaging and distribution. With its long-standing history, however, some historic land uses have resulted in environmental impacts that may require investigatory and/or remedial actions. As the City plans for its future, it is imperative that industry advance the mission of environmental stewardship to ensure sustainable growth.

Given the extensive industrial footprint, through its Health and Environmental Control Department (HECD), the City supports business with environmental permitting and regulatory compliance as a Certified Unified Planning Agency (CUPA), as well as assisting property owners and developers with clean-up of contaminated sites. Accordingly, the City may require technical expertise and consulting services for a variety of projects, ranging from environmental assessment of existing facilities to investigation and clean-up of historic releases to soil or groundwater. Given the diverse nature of the types of environmental matters, the firm selected to support the City must be able to provide a broad array of technical services, with background in industrial processes as well as the pertinent environmental statutes and regulations.

The City is requesting proposals from qualified firms to provide consulting services in defined service areas, as outlined in its Request for Proposal (RFP) for Environmental Compliance and Remediation Technical Consulting Services. In response, this proposal presents Sespe Consulting, Inc.'s (Sespe's), a Trinity Consultants company, qualifications to provide the technical expertise required by the HECD, as outlined in the RFP. If selected, Sespe will employ a task-based approach to provide a simple framework to measure performance and accomplishments during each phase of the project's process. Each task represents a key milestone with either a deliverable product or an important milestone corresponding to a project work schedule.

Our ability to develop close working relationships with all stakeholders enables us to quickly solve problems, reduce project costs, and complete the project as quickly and as efficiently as possible. Our company values include mutual trust, honesty, and accountability, which have made Sespe an industry leader. Our entrepreneurial and performance-driven attitude makes Sespe the preferred partner to complete complex projects on time, on budget, and at the highest level of quality. We are thoroughly committed and totally focused on providing our clients with a successful project – every time.

Having served the City in the past, Sespe understands the value of open communication and responsiveness; and therefore, we remain committed to maintaining an effective working dialogue with HECD leadership and staff, and external stakeholders to ensure individuals are

informed of project progress, key milestones, and challenges that may lie ahead. At Sespe, thoughtful and transparent communication is foundational to our client commitments. We look forward to the opportunity to serve the City in the future.

About Sespe Consulting: Sespe was founded in 2009, with our main office at 374 Poli Street, Suite 200, Ventura, California 93001. We have additional satellite offices in San Diego, California and Grants Pass, Oregon. On December 31, 2020, Sespe joined Trinity Consultants, and continues to operate as part of the Trinity team of over 1,000 professionals and 50 offices throughout the United States. As required by the RFP, please refer to the firm's profile provided as Attachment 2 to the response cover letter.

Founded to serve the specialized needs of institutional, industrial, mining, manufacturing, real estate development, and municipal clients, Sespe offers a wide range of scientific, engineering, and planning expertise. It is our priority to build lasting relationships with our clients. We have active working relationships with various local and statewide agencies, architects, attorneys, geotechnical firms, as well as other subcontractors and vendors. Our strong and active working relationships with various levels of local, regional, and state governments help us bring projects to a successful conclusion.

Sespe staff has worked together for many years in the local and statewide professional consulting community. In addition, our staff has previous work experience with the City of Vernon on a variety of local projects.

Sespe was established to bring the best available scientific, environmental, and engineering capabilities to serve our clients in need of professional support. With a technically diverse staff of registered engineers (civil, mechanical, and chemical), a registered geologist and industrial hygienist, land use planners, and environmental professionals, Sespe can assist with a wide range of project types. From the very beginning, it has been our goal to maintain long-term relationships with our clients. We have achieved this by:

- Representing our client's best interests.
- Bringing the best professionals to every project. The staff has an average of over 20 years in the environmental consulting field.
- Delivering a combination of practical, technical, and regulatory expertise to ensure creative solutions to each project.
- Offering a full range of services.

2. General Scope of Work

Sespe envisions it may be called upon to provide technical review and consulting services to the HECD on a wide variety of tasks associated with oversight and cleanup of contaminated sites, including:

- *Phase I and II Environmental Site Assessments (ESAs):* A Phase I Environmental Site Assessment (Phase I ESA) is a scientific report following ASTM Standards that evaluates the environmental risks and liabilities of a property based on the current and historical uses of the property. It involves conducting file searches with various public agencies, examining historical aerial photos, a review of Federal, State, and Local databases of contaminated sites, etc. Although usually conducted as part of a commercial/industrial real estate transaction, it can be done at any time to develop a better understanding of potential environmental liabilities associated with a property. Sespe has conducted numerous ESAs on a number of different types of commercial and industrial properties.

A Phase II Environmental Site Assessment involves the actual sampling of soil and groundwater to determine if a contaminant is present as well as the levels and extent of the contamination. With professional geologists and engineers on staff, Sespe has experience in and is capable of conducting these assessments; however, it is expected that Sespe's primary role would be reviewing workplans and assessment reports prepared by others for the HECD.

- *Residential Health Risk Assessments (RHRA) / Ecological Risk Assessments (ERA) / Screening Risk Assessments:* Occasionally it may be prudent to allow some level of contamination to remain at a cleanup site, should remediation of remaining low-level contamination becomes cost prohibitive or physically infeasible. Health risk assessments (HRAs) provide a tool to evaluate the level of health risk to workers or neighboring residential inhabitants resulting from contaminants left in place. HRAs can also be used to develop remediation goals based on residual risk. Sespe has extensive experience in preparing HRAs and has an on-staff industrial hygienist available to QA/QC work products. We envision this service area would be needed to support an evaluation of work exposure or community risk associated with a release of a hazardous substance into the environment. In those instances, where the nature and type of release are known and sensitive receptors are involved Sespe can utilize toxicologists from Trinity Consultants, our parent firm to perform site-specific risk assessments, or review assessments prepared by project proponents.
- *Air Quality Impact Assessments:* An air quality impact assessment (AQIA) is often prepared to quantify and determine the significance of air quality and climate change impacts associated with a specific facility or proposed operation. It can also involve air

quality modeling. For the tasks envisioned for this RFP, an AQIA could be required for large site cleanups or for emissions from remediation equipment (oxidizers, IC engines, etc.). Sespe has conducted numerous AQIAs for a broad array of commercial and industrial facilities.

- *Water Quality Impact Assessments:* As required for certain projects, an understanding of surface and groundwater quality is needed, particularly where there is a known or suspected release of a hazardous substance. Water Quality Impact Assessments provide an objective evaluation of site-specific constituents and background geochemistry in relation to established limits, such as maximum contaminant levels or risk-based screening criteria. These assessments provide the requisite background in which to determine if remedial investigation is warranted. With respect to this task, we believe our role will be to provide technical critique and feedback on water quality studies and assessments that are prepared as part of the site investigation process.
- *Sampling Analysis Plans (SAPs):* Key to the site assessment/characterization process is defining data quality objectives as part of the development of a sampling and analysis plan, whether applied to soil, groundwater or air. As most site assessments involve the collection and analysis of chemicals of concern identified at contaminated sites, a complete sampling and analysis plan is needed to establish the data quality objectives, rationale and methodology. In our experience, the level of detail required in a SAP is dependent, in part, on the nature of extent of the proposed investigation. That is, an initial soils investigation may only require a streamlined sampling plan, whereas a more extensive plan may be warranted where a decision point is anticipated. Thus, our approach is to guide the project toward the applicable and relevant SAP, instead of imparting a prescriptive scope.

Sespe and its parent firm, Trinity Consultants, has designed and implemented a variety of sampling and analysis plans for different environmental media types, including soil, soil gas, groundwater, surface water and air as part of the remedial investigation/feasibility study (RI/FS) phase of a project. Based on this experience and our understanding of the types of projects within the City, we envision providing technical review and comment on proposed sampling plans, as needed to support the RI/FS process. Moreover, in those instances where the project may involve consultation with other regulatory agencies, like the USEPA, regional water quality control boards or Department of Toxics Control Substances (DTSC), we will provide the requisite guidance to the responsible parties to assure the scope of these plans confirm with the pertinent agency format and content requirements.

- *Waste Analysis Plans (WAPs), including Precision, Accuracy, Representativeness, Completeness (PARCC):* Similar to sampling and analysis plans, Waste Analysis Plans are designed to provide the applicable and relevant criteria that will be followed to ensure the proper collection and analysis of data related to waste characterization. Given our background with waste handling, storage and disposal projects, here we assume Sespe would assist in evaluating sampling plans designed to characterize and classify waste streams, and most notable hazardous waste, as such plans would need to conform to both federal and state hazardous waste statutes, specifically the Resource Conservation and Conservation Act (RCRA) and Title 22 of the state health and safety code. For these projects, we expect that our role would be to review and comment on plans, as submitted to the City for approval as part of a site assessment or clean-up action.
- *Quality Assurance Plans:* Quality Assurance Plans (QAP) are a fundamental component of most sampling and analysis plans, as these aspects describe the process and actions employed to ensure the integrity of the data generated, which will be relied upon in the decision-making process. Thus, well-designed QA/QC plans are not only important for assuring the integrity of the laboratory analyses being performed, but also to ensure proper collection, management, and documentation of samples. With respect to this task, Sespe anticipates it would review QAPs submitted as a component in a SAP, or as a standalone document. Our review would be documented through technical memoranda as requested.
- *CERCLA Superfund Site Support:* The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, is a federal environmental law that provides a framework in which to address releases or threatened releases of hazardous substances that may endanger public health or the environment. The Sespe team includes staff who have direct and applied experience working on projects sites listed under the CERCLA National Priorities List (NPL), as well as other sites overseen by State equivalent programs. With its extensive industrial background, we understand the City has provided oversight directly on contaminated sites subject to CERCLA under its CUPA authority, and also as a partner with USEPA, DTSC and the Los Angeles RWQCB when these agencies serve as lead regulatory body. Our technical expertise with these sites covers the complete CERCLA process, beginning with the preliminary endangerment/site inspection phase, through the RI/FS and remedial design stages. For this task, Sespe would assist the City in its role as lead agency or in the cases where it is consulting with other environmental agencies. More specifically, we anticipate this task would require not only technical review of various workplans, RI/FS reports, supporting studies and decisions, but also interface and dialogue with the primary overseeing agency as warranted.

- *Data Quality Objectives (DQO)/Remedial Design Investigation (RDI)*: Data Quality Objectives (DQO) help guide the remedial design site investigation process for formulating a problem, identifying the decisions to be made, and specifying the quality requirements for the decisions. The DQOs essentially “drive” the quality requirements for the data and support the development of a defensible sampling and analysis plan. This structured planning process is intended to guide the collection of technically sound environmental data to support similarly sound decision-making. It is our understanding that the review of DQOs would typically occur as part of the evaluation of a site workplan, which includes a formal sampling and analysis plan. In providing this review, Sespe would rely on USEPA guidance, as applicable as well as relevant guidance published by DTSC.
- *Removal Site Evaluation (RSE)*: Where risk-based closure approaches are not technically practical or appropriate, conventional remedial design may be the preferred alternative, which typically entails direct mass removal or a contaminant or removal of the environmental containing the constituent. In these cases, it may be necessary to assess the efficacy of the proposed remedial action, as compared to other alternatives. For instance, it may be more practical to remediate soil vapor VOCs in the shallow subsurface by a conventional “dig and haul” approach rather than installing and operating a soil vapor extraction system (SVE). In deciding which removal action is preferred, various factors must be considered such as remedial certainty, cost effectiveness, and potential for residual liability. For this task, our role will be to evaluate and compare alternatives presented, including those considered but not analyzed, and to provide an opinion as to the preferred RSE.
- *Site Standard Operating Procedures (SOP)*: Certain projects may necessitate the use of subsurface exploration methods, sampling tools, installation of wells and related downhole equipment. With these types of applications, site investigation workplans may include formalized operating procedures, commonly referred to as SOPs, which detail the proper operating instructions and specifications. In our role, we anticipate reviewing SOPs integrated as part of project workplans. This task will entail examining the scope and applicability of the SOPs in the context of the workplan objectives, as well as assessing the suitability of the field application of the proposed equipment, instrumentation, and the data collection methods.
- *Identification and Evaluation of Potential Constituents of Concern (PCOCs) and Constituents of Concern (COCs)*: While in many cases the project proponent will have already identified potential or known constituents of concern (COC), at some sites where an initial assessment has yet to be performed, the types of contaminants or other materials of interest may not be identified. Therefore, a screening assessment may be needed to establish potential and existing COCs. Since Sespe will be guiding the City in its

oversight of site assessment and the RI/FS process, as requested we will provide initial review of site history and uses to identify potential COCs, as well as conduct preliminary sampling as warranted to confirm the COCs. For this task, we plan to utilize our staff-level professionals to carry out the sampling, overseen by the firm's principals.

- *Preliminary and Final Remediation Goals (PRGs) and Clean-up Levels:* A PRG is the average concentration of a contaminant in an exposure area that will yield an acceptable health/environmental risk to an individual who is exposed at random within the exposure area. PRGs have been developed by a number of different regulatory agencies. Site specific PRGs can also be developed using site-specific risk assessment methods mentioned above. For the tasks envisioned for this RFP, Sespe would evaluate the relevance and applicability of PRGs proposed by others and if necessary, prepare the pertinent assessment to develop site specific PRGs. Given our role with the RI/FS process, Sespe will advise and recommend the PRGs or other equivalent screening criteria, consistent with the current or intended future use(s) of contaminated sites.
- *COC Background Studies:* In some situations, the natural level of background "contamination" may exceed potential PRGs for a specific site. This can occur for metals in soils. Contaminant of Concern (COC) Background Studies involve obtaining an appropriate number of samples (usually in soil) in areas believed to be "clean" or not adversely impacted by surface operations and comparing the lab results to those taken in areas of contamination.
- *Site Removal Action Alternative Evaluations:* Upon completion of site characterization, there may be one or more options to mitigate or fully remediate environmental impacts. In some cases, these actions may be institutional in nature while others can require more extensive engineering approaches. Because each site is unique and other indirect factors may come into play, such as a change in land use or receptor, from time-to-time it may be necessary to evaluate and compare corrective actions, or in certain cases, provide an independent evaluation of a proposed mitigation or clean-up measure. For this task, Sespe envisions providing the requisite technical expertise to identify remedial alternatives, including institutional and administrative controls as warranted, and proven technologies for evaluation of site clean-up alternatives. Additionally, remedial actions identified and recommended by project proponents will be reviewed and assessed to gauge feasibility and efficacy. These types of reviews will be provided in the form of technical memoranda, which can be shared directly with the project proponent.
- *Decision Documents (DDs):* As a Certified Unified Planning Agency (CUPA), the City maintains authority to oversee the planning, investigation, and remediation of contaminated sites within its jurisdictional area. Relatedly, the City is responsible for

determining if a subject site has been properly remediated and ultimately whether further action(s) is necessary. This process requires that the City issue certain decision documents, including but not limited to types of abatement orders in justified, No Further Action (NFA) letters and other types of notices/communications. Additionally, based on our prior work for the City, Sespe expects that land use covenants placing certain restrictions or prohibitions on the types of activities permitted on a site with residual contamination will need to be prepared. For these kinds of decision documents, it is our understanding that we would be requested to prepare drafts on behalf of the City, as well as develop and review proposed conditional land use covenants from time to time.

- *Interface and Negotiations with Agencies:* Although the HECD serves as the lead agency for most environmental projects in the City, our experience suggests that the City may desire to consult with other responsible agencies, including but not limited to the USEPA, DTSC and the Los Angeles Regional Water Quality Control Board (RWQCB), particularly in those instances where there are emergent compounds, complex risk scenarios and/or fate and transport considerations or the project proponent intends to utilize novel or new remedial methods and technologies. Here, Sespe sees its role as the City's subject matter expert and technical advisor, ensuring that the City's interests are appropriately addressed. More specifically, we believe our goal is to work collaboratively with these agencies to identify and effectuate solutions that are technologically sound and defensible, while ensuring sites are remediated to a satisfactory condition. When justified, Sespe believes that respectful critique and dialogue with agency staff is key to advancing project objectives, while continuing to strive for practical and feasible clean-up.
- *Public Awareness and Presentations:* Given that certain projects can elicit community concerns or include input from multiple stakeholders, it is imperative that technical information be communicated in a transparent and open manner that is readily understood by the public. As Sespe, one of our principals is media trained and thus well-equipped to assist the City with strategic messaging, fact sheets and public engagement, as may be warranted. Here, we assume our role will be to assist City staff in developing communications and presenting at town hall meetings, council meetings and other public forums, as requested. Accordingly, for this task Sespe's principals will be guided by our media-trained staff to support the City in its messaging and interface with the public when circumstances require it.
- *Certification and Property Restoration:* Once a site has been remediated or suitable mitigation measures implemented, the project proponent will typically request a certificate of completeness or NFA letter. As requested, Sespe will support the City in

drafting these letters, and incorporate any conditional exclusion language as may be necessary.

3. Project Understanding / Work Plan

With Sespe's technical expertise, we will Sespe will provide extensive environmental planning, permitting, and engineering services to meet the City's specific needs. Besides the core service areas described above, the Sespe team can provide technical support related to stormwater compliance (SWPPPs, sampling, NPDES), CEQA determinations (IS, MND, EIR/EIS), environmental audits, toxicological studies, TRI inventory and reporting, noise and odor studies, air modeling, water resources investigations including well design and testing, as well as other environmental management and sustainability studies. Sespe also has close working relationships with various subcontractors, government agencies, and community groups, ensuring that each facet of a project can be completed on time and in a thorough and professional manner.

Our team approach to environmental consulting services is to provide accurate technical analysis and to balance the needs of each project with the needs of the environment. We are a team of engineers, geologists, scientists, and planners, and as such are focused on problem-solving, while respecting and embracing the regulatory process. Uniquely, our blend of science, engineering and the planning disciplines enables us to approach each project with a broad perspective and seek solutions that may sometimes be overlooked or unrecognized. We pride ourselves on designing and implementing projects that offer practical solutions, while ensuring a high level of environmental stewardship.

Sespe will employ a task-based approach to provide a simple framework to measure performance and accomplishments during each phase of the project's process. Based on our previous work with the City, we believe this task-focused directive offers the greatest flexibility, and cost-effectiveness, as each work element is scoped individually to meet the project objective at hand.

The Sespe team, which includes key personnel from our parent firm Trinity Consultants, will be led by Brian Anderson, P.G., one of our Principal Consultants. Brian has served as the project manager/lead professional on City of Vernon projects previously, and therefore understands the specific needs and expectations of HECD leadership. Unlike other firms, where the project manager essentially does just that, administrates the project, our principals also provide direct subject matter expertise on projects. By doing so, our project managers are keenly engaged in discrete tasks and consequently well-informed on project progress, as well as potential hurdles.

As lead for the City of Vernon, Brian will manage all facets of the work and serve as the primary point of contact with HECD leadership. Maintaining a single point of contact for all aspects of the work will provide the City with the most efficient process and ensure accountability for deadlines

and quality. Brian will also be responsible for overseeing the overall work performance of the Sespe/Trinity team, tracking the individual project budgets and schedules, as well as interfacing with other responsible agencies, as may be appropriate.

Quality control and communication are important components of Sespe's approach to project management. Throughout each task assigned, Sespe will maintain close and open communications with HECD leadership and staff to ensure every stakeholder remains informed of progress and is aware of any milestones and challenges ahead. Sespe utilizes a dual-tier peer review process for all work product and client deliverables. This review process involves two (2) discrete levels of review. Each report prepared by Sespe is reviewed by both the project manager and second principal to ensure deliverables meet our firm's standard of care and quality criteria. Our dual-tier review is also applied to engineering calculations as well as geologic analyses. In addition to standard deliverables such as technical memoranda or reports, our dual-tier review is applied to engineering calculations and other quantitative analyses.

As part of Sespe internal controls, each project manager is responsible for completing work scopes within the authorized project budget. Accordingly, we use an electronic time-keeping system for each project, which is updated no less than once per week. For our work with the City, this system will track all time and expenses according to Sespe's assigned fee schedule, which will be used to prepare a monthly billing summary.

Unlike some other firms, where billing reports and invoicing are centralized through a standalone accounting function, at Sespe each project manager is required to review the individual project monthly billing and expense report. Additionally, once reviewed and the billings are confirmed, our project managers are tasked with preparing client invoices. In doing so, we believe this responsibility provides for a superior level of fiscal diligence and accountability. Sespe has found that our clients appreciate this level of detail to verify the time-value quality of our project billings.

At Sespe, we are committed to a collaborative working relationship with our clients, by including them as part of the project team to ensure communication clarity and continuity. For larger scope projects or those with long-term milestones, Sespe will maintain regular communication with project stakeholders through regularly scheduled status calls. These status calls will be used to convey progress and identify any issues that may arise; keeping communication open to assure we are on target with our deliverables and schedule. Additionally, the project manager will periodically schedule a one-on-one call with HECD to address any matters that require additional focus or follow-up.

4. Fee Schedule, Costs & Insurance

In accordance with the RFP, Sespe will develop individual cost estimates for the service areas described in Section 2 above. For each individual work scope, fees will be billed pursuant to our 2022 Fee Schedule on a time and materials, not-to-exceed basis. To manage the scope of work and corresponding fee estimate, Sespe proposes that each project requested by the City is authorized under discrete task orders. The task orders will specify the services to be provided, and the “not to exceed” pricing. Sespe is committed to providing services to the City at rates comparable to those offered to other governmental entities for similar work, to the extent applicable.

A copy of Sespe’s 2022 Fee Schedule is attached, which may be revised annually. Due to our long-standing relationship with the City, we are pleased to offer a discount of 3% on all labor service revenue for the duration of the up to 3-year agreement.

Sespe is adequately insured with current policies to cover general liability, automobile liability, workers compensation, and professional liability (please refer to the insurance certificate attached).

5. Staff’s Experience / Ability of the Proposer to Perform

The Sespe/Trinity team that will serve the City includes subject matter experts and qualified supporting staff, each with direct project experience in the service areas described in Section 2 above. A summary of the key personnel, along with their qualifications is presented below. Individual resumes that include project highlights are provided as Attachment 3 to the RFP response cover letter.

For the projects contracted, Brian Anderson, P.G., Principal with Sespe, will serve as the City’s primary point of contact, and will work directly with HECD leadership and staff. Brian has nearly thirty years of experience, covering a broad array of site investigation and regulatory compliance projects. In addition to his work as a consultant, Brian spent part of his career in the construction materials industry, where he worked on both environmental and land use permitting projects. With this applied experience, Brian brings novel insight into projects, as he can readily balance technical and regulatory aspects within the context of business acumen and practicality. He has engaged in numerous site assessments and RI/FS projects involving CERCLA, RCRA and state regulatory programs. Brian has worked on several high-profile clean-up actions under the oversight of USEPA, DTSC, various regional water quality control boards and other state agencies. Given his diverse background, we intend to have Brian work on all facets of projects that involve soil, soil vapor, groundwater and waste characterization. Additionally, Brian’s experience designing and installing large diameter production wells makes him well-suited to review and

assess groundwater monitoring networks, well projects and aquifer studies. For a more detailed description of his technical background and project briefs, please refer to Brian's resume.

With over thirty years in the petroleum and environmental consulting fields, John Hecht, P.E., Principal Consultant of the firm (and founding President of Sespe), will join Brian in overseeing our work with the City. His recent focus has been on land use planning and new facility development projects; however, with his extensive consulting experience he is an expert in pollution prevention plan development and implementation, having served as the registrant of record for spill prevention, control and countermeasures and stormwater pollution prevention plans. He has also applied his expertise in permitting industrial and mining facilities subject to the Clean Water Act, Clean Air Act, CEQA and various state mining and reclamation laws. John's background in public relations also supports key regulatory negotiations for our clients.

Vice President with Sespe, Rob Dal Farra, P.E., is a seasoned regulatory expert in water quality, air toxics and environmental compliance. He will provide subject matter expertise on those projects involving waste discharge and NPDES permits, air permits and other pollution prevention. Additionally, Rob will also advise on projects where a remedial action requires alternatives analysis, or a direct removal action. Throughout his career, Rob has performed numerous permit and compliance audits covering very small water systems, wastewater discharge permit, local air district permits to operate, hazardous materials business plans and chemical inventories, universal and hazardous waste, as well as underground injection control permits. His clients include operators of large industrial facilities, oil and gas producers, property developers and local agencies.

With over twenty six years of environmental and safety compliance experience, Joe King, P.E. leads our firm's stormwater practice. As Vice President at Sespe, Joe provides clients with multi-media regulatory expertise in air, water, hazardous materials, hazardous waste, and worker safety. In addition to his tenure as a consultant, he has also worked on the industry side as an EH&S Manager for a high-tech R&D and manufacturing firm. Projects that require detailed evaluation of water conveyance and treatment, stormwater planning and implementation, chemical handling, and risk management planning, release response and reporting are areas where Joe's skills will be applied, as well as assessing sampling, monitoring and regulatory reporting programs.

For projects that require waste characterization and classification, Maya Rohr will serve as project lead. Maya is a mechanical engineer with over thirty years of experience in air quality, hazardous waste/materials, CEQA/NEPA and the management/coordination of overall project approval, compliance and permitting requirements. She specializes in multimedia environmental compliance issues for mining, oil & gas, TSDFs, railroads and other general industrial facilities. Her compliance and permitting experience include meeting the needs for large complex military

facilities, international hazardous waste treatment projects, highly controversial projects as well as a large range of industrial facilities. She works closely with legal counsel and has given numerous presentations at public hearings/meetings. She is actively involved in agency/industrial task forces to develop and/or revise environmental regulations.

Scott Cohen P.E., C.I.H., Principal at Sespe, is a professional engineer and industrial hygienist that specializes in air dispersion modeling, permitting and air quality assessment, including odor surrogates. Scott's areas of expertise include environmental health and safety (EHS) programs, regulatory compliance and land use planning and environmental review for industrial and municipal clients. He routinely performs complex risk assessments and supports clients with the toxics hot spots analysis and notification requirements. Working with the City, Scott has also recently begun advising HECD on technical approaches and methodologies that may be used to assess odors from industrial sources, as well as advising on possible control measures. Scott's skills will be applied on projects that require workplan review, development of data quality objectives, monitoring networks and general data analysis and management programs.

Environmental site assessments will be led by Mike Biedebach, Project Manager at Sespe. Mike has completed thousands of Phase I site assessments throughout California and has assisted on hundreds of Phase II and Phase III assessments. He has over twenty years of experience assessing both undeveloped and brownfield properties to identify recognized environmental conditions. He is also a CalOSHA certified asbestos consultant, having performed facility inspections for asbestos containing materials.

Graham Stephens, Project Manager, will support projects with the City that require land use decision documentation, and field-intensive data collection tasks. He has ten years of applied planning experience as a consultant, working on CEQA/NEPA projects, land use document preparation, permit processing, storm water compliance, and environmental site assessments. Notably, Graham is also one of our in-house noise and visual resources experts. In this capacity, he has designed and conducted noise monitoring studies at industrial facilities and performed visual impact assessments.

At the forefront of water quality issues, Chris Goodson will provide his expertise on those matters addressing sampling and analysis of process and stormwater discharges. He is a Project Manager with approximately sixteen years of environmental science experience as an academic researcher, agricultural water quality coordinator, stormwater regulator, and environmental consultant. He has conducted scientific research on soil and water contaminants, including selenium, fertilizers, and heavy metals, at the University of California, Riverside. Additionally, his expertise has been applied to Chris has applied complex groundwater monitoring programs, environmental audits, and geotechnical soil logging projects.

In addition to the Sespe team, we have selected the following Trinity subject matter experts to assist with City of Vernon projects as warranted.

Erica Dahl, Ph.D., is a toxicologist at SafeBridge Consultants, Inc., a Trinity Consultants Company. She has fifteen years of experience providing support to clients involved in the manufacture and handling of novel chemical entities, potent pharmaceutical compounds, and other toxic materials. This includes developing occupational exposure limits, acceptable daily exposures for product quality, hazard categorizations, safety data sheets, and related regulatory hazard communication and risk assessment documents. Areas of expertise include genotoxicity risk assessments, including quantitative structure-activity relationships (QSAR) in DEREK and Leadscope for mutagenic impurities. She is also an instructor for the Potent Compound Safety Boot Camp. Prior experience includes acting as a study director for GLP in vitro toxicology studies and developing and validating novel in vitro toxicology assays and as an instructor for the IIVS Practical Methods for In Vitro Toxicology Workshop. Additionally, Erica provides toxicological expertise and support for regulatory submissions, litigation, product due diligence, and risk assessments. Her expertise will be applied to matters involving human health risk assessments, including exposure pathway analysis and receptor types for various environmental media.

Angie Wanger is a Managing Consultant at Trinity Consultants with fifteen years of experience. She assists clients in air and odor projects. Her air-related project work involves dispersion modeling analyses, permit applicability reviews, emissions quantification, and preparing permit applications. She is also recognized as an odor expert and as such is the odor services lead within Trinity. She began her career as an air dispersion modeling expert, experienced with USEPA's preferred model AERMOD as well as SCREEN3 and the fogging module of CALPUFF. She has experience conducting air, odor, and fogging/icing modeling. Additionally, Ms. Wanger has experience completing state and federal air permit applicability reviews for various industries. Angie will work on City projects that require air model review and evaluation, odor assessment, source term identification, and related air quality matters.

For CERCLA RI/FS projects and related technical studies, Steve Walters, Principal Consultant, will join Brian in tackling soil vapor and groundwater plume issues, particularly in those cases where multi-variate COCs and/or POCs are involved. With over twenty-five years as a consultant, Steve regularly advises and audits industrial businesses and corporate clients on environmental risks, due diligence matters, enforcement actions, site permitting, facility expansions, regulatory compliance, pollution controls, and related matters. He routinely works with local, state, and federal environmental programs, such as Title V, Proposition 65, HWCL, AB 32, NESHAPs, CEQA, RECLAIM, ASBS, CERCLA, RCRA, NPDES, OSHA, AB 2588, and others. Given his diverse background, Steve will offer detailed insight as to the regulatory framework governing site assessment, investigation and remedial design projects.

With the team above and our support staff, Sespe is uniquely suited to serve the entire suite of service areas described in Section 2 of this response. For further detail concerning each key member's applied expertise, please refer to Attachment 3 of the response cover letter.

Relevant and applicable project experience demonstrating the firm's qualifications is further described below. These summaries highlight Sespe's breadth of technical expertise and knowledge as applied to projects covering the service areas identified in this RFP.

Former Pennzoil-Quaker State Company Site – Vernon, CA: The Sespe team has advised the City and provided technical oversight for a risk-based closure plan for an industrial property impacted by hydrocarbons, VOCs and the emergent compound 1,4-dioxane. This work entailed reviewing comprehensive workplans, assessing the suitability of proposed soil screening criteria, and assisting in the drafting of a restrictive land use covenant. With the recent sale of the property and current redevelopment plans, Sespe has continued to provide input and guidance on subsequent investigations and proposed risk-based closure approaches with the project proponent.

Pier Repair Rehabilitation – Ventura, CA: Sespe prepared a Water Quality Monitoring Plan for the City's Ventura Pier Project in 2015-2016. In addition to preparing the Plan, Sespe conducted baseline, daily, and weekly sampling on-site, as well as monthly and annual water quality monitoring reports for the Los Angeles Water Quality Control Board.

Groundwater Monitoring Network, United Rock Products – Irwindale, CA: Sespe designed and implemented the installation and development of a network of groundwater monitoring wells, which were required as part of a site-specific monitoring and reporting program for two Waste Discharge Orders adopted by the Los Angeles Regional Water Quality Control Board. Through part of this network, the client was able to fast-track a key compliance objective with the Board and consequently move up the timeline for its business operations.

Soil Sampling, Analysis and Risk Assessment, Confidential Client – National City, CA: As part of a lease condition, Sespe developed and implemented a shallow subsurface soils sampling and analysis plan, designed to provide background data for an environmental disposition assessment. The subject property, owned by the railroad, was under lease for the distribution of cement powder. Given the data quality objectives, this work involved analyzing the distribution of potential constituents of concern and comparing the results with applicable screening-level thresholds. The data comparison was used to prepare a health risk assessment, which formed the basis for establishing baseline site conditions.

Soil vapor survey, monitoring of existing groundwater monitoring wells, and comprehensive technical review, Confidential Client – Marysville, CA: Sespe assisted a confidential client with the pre-acquisition review and summary of more than fifteen years of existing environmental reports pertaining to a historic lumber mill. This work included supplementing the existing data with additional subsurface investigations to delineate the extent of contamination. Based on our technical review and subsurface evaluation, significant VOC impacts to soil and groundwater were documented. As part of the project scope, Sespe also recommended additional soil vapor survey work in the areas of the former investigations, where elevated solvents had previously been detected back in the 1990's. Following the soil vapor survey, an assessment of the residual environmental liabilities was prepared, so that the client could properly value the property.

Phase I/II Environmental Site Assessments, Confidential Client – Central Coast, CA: Conducted environmental due diligence (Environmental Site Assessments) involving three separate ownership properties, entailing almost 45 acres of land. Complex site history related to large lumber mill operation. Lumber mill history resulted in significant solvent contamination to both soil and groundwater. The contaminated property had undergone various rounds of remediation and is still an active Spills, Leaks, Industrial Cleanup (SLIC) property with oversight provided by the Central Coast Regional Water Quality Control Board. Ongoing monitoring is projected to occur for the foreseeable future. Since the purchase agreement stipulated the client would assume all environmental liability, additional assessment was recommended. Additional work included a risk evaluation of the ongoing/future environmental monitoring costs, budgets for additional remediation costs as well as costs to conduct supplemental Phase II (sampling) investigations.

Soil and Groundwater Assessment, Tri Valley Oil and Gas – Oxnard, CA: Sespe provided environmental services related to an offsite diluent hydrocarbon release. The diluent had migrated through the vadose zone and into groundwater through an underground tile drain system that reported to nearby agricultural fields. The initial work involved the characterization of the release in both soil and groundwater, in support of developing remedial site alternatives.

Soil and soil vapor survey assessment, Glenair – Glendale, CA: As part of the closure planning process, Sespe designed and implemented a field investigation to support the decommissioning of an industrial wastewater clarifier at an industrial site situated within a CERCLA (Superfund) site area. The clarifier had been determined to contain a significant hydrocarbon residual mass. Sespe completed a closure assessment to satisfy specific requirements of the local CUPA (Glendale Fire Department). The client received a closure letter and proceeded with additional work to delineate soil gas constituents, which may have been associated with a historic machine shop and/or injection molding operations. Because the subject site was located within a Superfund site area, a key objective of this project was to demonstrate that historic site activities had not contributed to regional groundwater contamination associated with solvent releases.

Subsurface Site Assessment, Terminal Freezers – Oxnard, CA: Sespe provided technical support to address post-closing environmental obligations associated with a property transaction involving a large industrial freezer storage building complex. This work entailed advancing soil borings in various areas of the property, including at two former fuel tank areas, and along a railroad spur line where evidence of a surface release had been confirmed. The assessment determined there was residual contamination in connection with the rail spur area contamination near the rail spur area, which resulted subsequent investigation to characterize the vertical and lateral extent of contamination, so that post-closing conditions could be assigned.

Environmental Permit and Regulatory Compliance Audits, Confidential Client – Northern CA: Sespe was retained by a construction materials supplier to design an audit program for the entire company profile, which involved multiple sites subject to various air permits, stormwater pollution prevention and spill control and countermeasures plans, hazardous materials business plans, underground storage tanks, hazardous waste management, waste discharge orders and other ancillary environmental permits. For this project, a company-specific, multi-media audit template was designed, which could be used by environmental personnel or outside parties. Following creation of the audit template, Sespe was asked to perform an initial audit for each of the company facilities, which included ready mix concrete and hot mix asphalt plants, quarry operations, heavy duty equipment shops and storage yards. Through this audit program, a compliance gap was identified, specifically related to toxics release inventory (TRI) reporting under EPCRA Section 313. With this finding in advance of an agency inspection, the client was able to successfully resolve the matter and initiate actions to file the required TRI reports.

6. Affidavit of Non-Collusion

As required by the RFP, this response includes a completed and executed, “Affidavit of Non-Collusion” which is provided as Attachment 4 to the response cover letter.

Attachments:

- Sespe 2022 Fee Schedule
- Sespe Insurance Certificate

PERSONNEL SERVICE COSTS

Service Scale	Job Titles	Rate (\$/hr)
1	Clerical Assistant I	55.00
2	Clerical Assistant II	70.00
3	Technical Assistant I	85.00
4	Technical Assistant II	100.00
11	Technician/Drafting	115.00
12	Consultant/Professional I	135.00
13	Consultant/Professional II	150.00
14	Consultant/ Professional III	170.00
15	Consultant IV/ PMI	185.00
16	Senior Consultant I /PM II	200.00
17	Senior Consultant II PM III	215.00
18	Senior Consultant III /Principal	225.00
19	Manager I	240.00
20	Manager II / VP	255.00
21	Senior Manager I / Pres	265.00
22	Senior Mgr II / Land Use Consultant	280.00
23	Litigation Support/Expert Witness	300.00

POLICY ON TRAVEL

Travel time for employees is billed at full rate.

REIMBURSED COSTS

All reimbursed costs such as travel, overnight delivery charges, and other services purchased from outside vendors, are billed at cost plus a 15 percent accounting fee.

COSTS OF ITEMS SUPPLIED BY TRINITY

Certain reimbursed cost items are supplied by Trinity Consultants as shown below.

INFORMATION MANAGEMENT

Information and knowledge management costs will not be charged to unless agreed upon separately.

EFFECTIVE DATE

All charges are based on the price schedule in effect when the charges are incurred. Price schedules are subject to revision semi-annually.

COST INFORMATION FOR AUDIT

Trinity maintains records of all charges for at least one year. A research fee will apply when a client desires documentation of charges.

TERMS AND INVOICING

Payments are due thirty (30) days after invoice date. Invoices are issued a few days after the end of each month. Trinity Consultants shall have the right to suspend its work performance when, in its sole opinion, any uncollected accounts receivable have aged to a point it considers severely delinquent. Overdue invoices are subject to interest at the rate of 18 percent per annum.

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C, No):	
INSURED Trinity Consultants, Inc. 12700 Park Central Drive Suite 2100 Dallas, TX 75251		INSURER(S) AFFORDING COVERAGE	
		INSURER A : The Phoenix Insurance Company	
		INSURER B : Travelers Prop Casualty Co of America	
		INSURER C : Syndicate 2623/623 at Lloyd's	
		INSURER D : Charter Oak Fire Insurance Company	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			630366M6516	06/01/2022	06/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA2T697286	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000			CUP5T732194	06/01/2022	06/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB4J659144	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab			W32817220101	06/01/2022	06/01/2023	Per Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

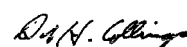
CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





A Trinity Consultants Company

374 Poli Street, Suite 200 • Ventura, CA 93001

Office: (805) 275-1515 • Fax: (805) 667-8104

ATTACHMENT 2

Statement of Qualifications

Company Profile

February 2022

Prepared by:

Sespe Consulting, Inc.
374 Poli Street, Suite 200
Ventura, California 93001
(805) 275-1515

Company Background

SESPE is an environmental, land use, safety, and engineering consulting firm. Our corporate office is located in Ventura, California with additional offices in San Diego, California, and Grants Pass, Oregon. The majority of **SESPE** staff members have worked together for many years in the local professional consulting community.

Founded to serve the specialized needs of institutional, industrial, mining, manufacturing, real estate development, and other client types, **SESPE** offers a wide range of scientific, engineering, and planning expertise. It is our priority to build lasting relationships with our clients and to act as their advocates. We have active working relationships with various local and statewide architects, attorneys, geotechnical firms, and other subcontractors and vendors. We have strong and active working relationships with various levels of local, regional, and state government agencies that help us bring projects to a successful conclusion.

SESPE was established to bring the best available scientific, environmental, and engineering capabilities to serve our clients in need of professional support. With a technically diverse staff of registered engineers (civil, mechanical, and chemical), land use planners, and environmental professionals, **SESPE** can assist with a wide range of project types.

From the very beginning, it has been our goal to maintain long-term relationships with our clients. We have achieved this by:

- Representing our client's best interests.
- Bringing the best professionals to every project. The staff has an average of over 20 years in the environmental consulting field, and, in many instances, the staff has worked together for over a decade.
- Delivering a combination of practical, technical, and regulatory expertise to ensure creative solutions to each project.
- Offering a full range of services.

Each of our professionals has two primary credentials, outstanding specialized technical expertise in the markets we serve, and superior client-relation skills. Our ability to develop close working relationships with all stakeholders enables us to quickly solve problems, reduce project costs, and complete the project as quickly and as efficiently as possible.

Our company values include mutual trust, honesty, and accountability, which have made **SESPE** a leader in the industries we serve. Our entrepreneurial and performance-driven attitude makes **SESPE** the preferred partner to complete complex projects on time, on budget, and at the highest level of quality. We are thoroughly committed and totally focused on providing our clients with a successful project every time.

Firm Capabilities

I. California Surface Mining and Reclamation Act (SMARA)

- Project Development and Feasibility Analysis
- Surface Mining and Reclamation Plan Development
- Financial Assurance Cost Estimates (FACE)
- Erosion Control and Mitigation
- Local, State, and Federal Permitting

II. Land Use Planning, Permitting, and Entitlements

- Initial Studies and Environmental Impact Reports
- CEQA and NEPA Compliance
- Feasibility/Technical Studies
- Project Applications
- Entitlement Processing and Support

III. Site Assessment and Environmental Due Diligence Services

- Phase I/II Environmental Site Assessments
- Corridor Studies for Public Works Projects
- Asbestos Surveys
- Groundwater and Subsurface Investigations
- Brownfield Redevelopment

IV. Engineering

- Air Quality Permit Processing and Compliance
- Air Dispersion Modeling and Health Risk Assessment
- Greenhouse Gases
- Fugitive Dust
- Noise Studies
- Grading/Land Development Plans
- Floodplain Development and Analysis
- Utility/Infrastructure Plans

V. Geology and Groundwater

- Water Supply Assessment and Fracture Trace Analysis
- Aquifer Testing and Parameterization
- Well Design and Installation
- Superfund (CERCLA) Site Investigation
- Contaminant Forensics
- Resource Modeling and Basin Analysis
- Mine Site Acid Rock Drainage Characterization

VI. Facility Compliance

- Environmental Audits and Facility Closure Plans
- Hazardous Materials: Risk Management Plans (RMPs), SPCC Plans, Hazardous Material Business Plans, Tiered Permitting

- Hazardous Waste Support: Permitting, Reporting, Waste Minimization Planning
- Worker Safety: Training, Industrial Hygiene Monitoring

VII. Water Quality/Water Resources

- Water Quality, Storm Water Pollution Prevention Plans (SWPPPs)
- National Pollutant Discharge Elimination System (NPDES)
- Waste Discharge Requirements (WDR) Permitting, Monitoring, and Reporting
- Aquifer Protection Permitting and Closure

Professional Staff

As presented previously, **SESPE** staff has extensive experience, covering a wide range of environmental consulting services. The **SESPE** Principals include:

- **John Hecht**, President, P.E.
- **Rob Dal Farra**, Vice President, P.E.
- **Joe King**, Vice President, P.E., CPESC, QSD/P, IGP-ToR, QISP

Additional staff members and expertise include:

- **Brian Anderson**, Principal Geologist, R.G., P.G., L.H.G., Hydrogeology, Environmental Site Investigation, Geologic Modeling, Mine Planning and Reclamation
- **Scott Cohen**, Principal Engineer, P.E., C.I.H., Air Quality and Noise Studies
- **Sandy Smith**, Land Use Consultant
- **Maya Rohr**, Project Manager III, CEQA/NEPA, Hazardous Materials and Waste, Environmental Compliance and CERCLA (Superfund)
- **Doug Mason**, Project Manager III, Physical Geology and Planning
- **Lori Bryan**, Project Manager I, Geology
- **Mike Biedebach**, Project Manager II, CAC, Environmental Due Diligence, Land Use Planning and Permitting
- **Pearce Swerdfeger**, Project Manager I, P.E. Civil Engineer, Water Quality and Environmental Compliance
- **Chris Goodson**, Project Manager I, Environmental Compliance
- **Ben Seaman**, Engineer II, QISP, Water Quality, Hazardous Materials and Waste, Air Quality and Noise Studies
- **Andre Almeida**, Engineer II, Air Quality and Noise Studies
- **Graham Stephens**, Project Manager I, Environmental Site Assessments, Water Quality and Planning
- **Helen Eloyan**, Environmental Professional III, Land Use Planning and Permitting
- **Drew Taylor**, Environmental Professional II, Land Use Planning and Permitting
- **Cameron Revere**, Environmental Professional II, CISEC, QSP, QISP, Storm Water and Facility Compliance

Resumes for all staff are available upon request.

Insurance

SESPE is fully insured with current policies to cover general liability, automobile liability, workers compensation, and professional liability. A copy of our insurance summary is available upon request.

Selected Clients

The following is a selected list of our clients:

Real Estate/Development

- Community Memorial Hospital
- Upside Development
- Georgino Development
- Westwood Communities
- Casden Properties
- Daly Group, Inc.
- Sherwood Development
- Shea Homes
- Carpinteria Business Park Investors





Industrial/Manufacturing

- Harris Water Conditioning
- New-Indy
- Karl Storz Imaging
- MacValley Oil
- New Hampshire Ball Bearings
- Ramseyer and Associates
- Rasmussen and Associates
- Supra Alloys
- Teledyne
- Glenair
- Parker Hannifin
- Standard Industries
- Siemens
- OST Trucks and Cranes

Materials/Mining Industry

- CEMEX
- Granite Construction
- Vulcan Materials Company
- Eagle Materials
- Hanson Aggregates
- McGee & Associates
- Golden Queen
- Pacific Aggregates
- CalPortland
- P. W. Gillibrand Company
- Robertson's Ready Mix
- Troesh Diamond Rock
- California Construction and Industrial Materials Association (CalCIMA)
- Syar Industries
- Rio Tinto Materials
- Omya California



Others

- Anterra Energy Services
- Vaca Energy LLC
- Union Bank
- Majestic Realty
- Anacapa Foods
- PASHA Automotive Services
- Phoenix Housing Partners
- Riverpark
- Santa Clara Valley Bank
- Ventura Unified School District
- Willdan
- Green Compass

SESPE Office Locations

Ventura, California (Corporate Office)

374 Poli Street, Suite 200
Ventura, California 93001
Office: 805.275.1515
Fax: 805.667.8104

San Diego, California

3990 Old Town Ave., Suite A203
San Diego, CA 92110
Office: 619.894.8669
Fax: 805.667.8104

Grants Pass, Oregon

1590 SE N Street, Suite B2
Grants Pass, OR 97526
Office: 458.212.2520
Fax: 805.667.8104

ATTACHMENT 3

Technical Expertise of Staff	Brian Anderson	John Hecht	Rob Dal Farra	Joe King	Scott Cohen	Maya Rohr	Mike Biedebach	Graham Stephens	Chris Goodson	Erica Dahl	Angie Wanger	Stephen Walters
Total Years of Experience	30	30	40	26	30	30	20	10	16	15	15	25
Phase I and II Environmental Site Assessments (ESAs)	X	X	X	X		X	X	X	X			
Residential Health Risk Assessments (rHRA)		X	X	X	X	X		X			X	X
Ecological Risk Assessments (ERA)						X				X		
Screening Risk Assessments	X	X	X	X	X	X	X	X		X	X	X
Air Quality Impact Assessments	X	X	X	X	X	X		X			X	X
Water Quality Impact Assessments	X	X	X	X		X		X	X	X		X
Sampling Analysis Plans (SAPs)	X		X	X	X	X	X		X	X	X	X
Waste Analysis Plans (WAPs), including Precision, Accuracy, Representativeness, Completeness (PARCC)	X		X	X	X	X						X
Quality Assurance Plans	X		X	X	X					X	X	X
CERCLA Superfund Site Support			X			X				X		
Data Quality Objectives (DQO)	X		X	X						X		X
Remedial Design Investigation (RDI)	X		X			X	X				X	X
Removal Site Evaluation (RSE)	X		X			X	X					X
Site Standard Operating Procedures (SOP)	X		X	X						X		X
Identification and Evaluation of Potential Constituents of Concern (PCOCs) and Constituents of Concern (COCs)	X		X	X	X	X			X		X	X
Preliminary and Final Remediation Goals (PRGs) and clean-up levels	X		X			X	X					X
COC Background Studies	X		X	X					X		X	X
Site Removal Action Alternative Evaluations	X		X		X	X			X			X
Decision Documents (DDs)	X		X		X	X	X		X	X		X
Interface and Negotiations with Agencies	X	X	X	X	X	X	X	X	X	X	X	X
Public Awareness and Presentations	X	X	X	X	X	X	X	X	X	X	X	X
Certification and Property Restoration (Issuance of Certificate of Completion & No Further Action Letter)	X		X		X		X	X				X

EDUCATION

UNIVERSITY OF CALIFORNIA Riverside, CA
M.S., Geological Sciences 1994

UNIVERSITY OF SOUTHERN CALIFORNIA Los Angeles, CA
B.S., Geological Sciences 1992

WORK HISTORY

SESPE CONSULTING, INC. Grants Pass, OR
Principal Geologist/Consultant 2018 – Present

- Formed the Southern Oregon branch office to serve clients throughout the northwest and northern California areas.
- Licensed Professional Geologist responsible for the firm's earth sciences and related services.

VULCAN MATERIALS COMPANY, WESTERN AND MOUNTAIN WEST DIVISIONS San Diego, CA
Vice President, Permitting and Environment 2002 – 2018

- Responsible for securing and maintaining land use and environmental permits for Vulcan's western US operations as well as providing legislative advocacy and community relations. Additionally, this position developed and chartered Vulcan's first sustainability reporting program using company-derived metrics based on Global Reporting Initiative (GRI) indicator metrics.
- Led a multi-disciplinary staff of 15 professionals consisting of engineers, geologists, public relations experts, and environmental and land use specialists with responsibility for securing and maintaining the necessary permits to operate at over 60 plant sites in California, Arizona, and New Mexico.

BROWN AND CALDWELL Boise, ID
Principal-in-Charge/Operations Manager 1994 – 2002

- Built the firm's intermountain west consulting practice, with full P/L responsibility for the Boise and Napa, Idaho offices.
- Specialized in a range of environmental and engineering consulting services to private- and public-sector clients, including wastewater plant engineering, design and State of Idaho operator training certification, RCRA permitting and site investigation, groundwater resources studies, mineral resource assessment and modeling, and mine site permitting and reclamation.

EXPERIENCE

Over twenty-eight (28) years of professional experience working with a variety of industries, agencies, and public stakeholder groups engaged in various environmental and land use projects. Expertise in a broad array of technical disciplines and regulatory areas covering the Western States and portions of Mexico and Canada. Focused client advocacy for strategic business growth initiatives as well as negotiation and resolution of complex permitting and compliance issues.

ENVIRONMENTAL MANAGEMENT AND REGULATORY COMPLIANCE

- Trained managers to identify and report environmental matters subject to Sarbanes-Oxley Act disclosure requirements and FAC-17 accounting practices.
- Developed and led the implementation of an environmental manual that established policies and procedures for the Western Division's environmental program for compliance with applicable water quality, hazardous and universal waste, air quality regulations, new source performance standards, toxic release inventory reporting requirements, and oil spill prevention and emergency response.
- Prepared a technical analysis of VOCs in groundwater to demonstrate that low-level detects of chlorinated compounds were attributable to vapor-phase diffusive processes rather than a new source term. This analysis was instrumental in assuring regulators that the facility had continuously maintained compliance with its RCRA Part B permit.
- Managed and provided senior peer review on numerous ASTM Standard Phase I/II Environmental Site Assessments for business transactions involving industrial and commercial properties located in the U.S., Mexico, and British Columbia.
- Individually responsible for preparing and obtaining various environmental permits and plan-level documents for mining operations throughout the western U.S., including aquifer protection and waste discharge permits, NPDES permits, storm water pollution prevention plans, spill prevention and countermeasures plans, and industrial discharge permits.
- Conducted hydrogeologic studies in support of preparing CCR Title 27 technical reports and transactional due diligence actions.

REMEDIAL INVESTIGATION/FEASIBILITY STUDY (RI/FS)

- Prepared documentation for an EPA RI/FS for a multi-source contaminant plume, which included a VOC concentration database used to map vadose zone concentrations.
- Prepared a workplan to characterize and classify a reject roof tile pile, located at an industrial facility in San Bernardino County, California. Previously considered as potentially hazardous waste, through consultation with former regional water control board staff, the material was demonstrated to be inert and suitable for recycling.
- Project manager for a historical asphalt containing elevated levels of naphthalene in soil. Using a risk-based approach, the site received closure from DTSC under a voluntary clean-up agreement. The property was subsequently incorporated into a master plan of development.
- Provided peer review and strategy for an RI/FS involving a historic landfill, where several emergent compounds including 1,4-dioxane were identified by USEPA. The project entailed an extensive source term review, groundwater plume mapping and design of a pilot test to remove 1,4-dioxane.

- Conducted a comprehensive acid mine drainage (AMD) characterization and mitigations study in support of defining the site's pollutant management area. Additional duties included:
 - Analyzing inorganic water quality data
 - Preparing and submitting technical reports to the Arizona Department of Environmental Quality (ADEQ)

MINE PLANNING, PERMITTING AND RECLAMATION

- Senior technical lead and manager for twelve (12) mine expansion and Greenfield projects in California, Arizona, New Mexico, and Colorado. The projects involved permitting base and precious metals mines, crushed stone and sand and gravel quarries, and limestone deposits for cement production. Responsibilities included preparing required environmental review (CEQA/NEPA) documents, mine and reclamation plans, project descriptions, and permit applications as well as presenting to both local and state boards and commissions.
- Conducted completeness reviews of reclamation plans for metallic and non-metallic mines with emphasis on assuring conformance with applicable state regulations, including the California Surface Mining and Reclamation Act (SMARA).
- Led and managed all aspects of Aquifer Protection Permits (APP) for several mine sites in Arizona. This work included:
 - Preparation of technical specifications and installation of monitoring well networks;
 - Delineation of facility Pollutant Management Areas (PMAs) encompassing underground and open pit workings, crusher and flotation mills, tailings impoundments, and a historical smelter located in central Arizona; and
 - Providing technical reports and presenting findings to ADEQ.
- Obtained National Pollution Discharge Elimination System (NPDES) permits and Waste Discharge Orders for industrial facilities in California, Idaho, and Arizona.
- Developed a high-resolution allostratigraphic model in support of obtaining the first Aquifer Protection Permit (APP) that allowed for acidification of an aquifer as part of an in-situ copper mine.
- Performed a fracture feasibility study for an open pit copper mine, which involved the collection and analysis of geologic and petrophysical data to evaluate various fracturing techniques, including:
 - Conventional hydrofracturing
 - Propagation by a slow-burn propellant
 - Downhole explosives
- Prepared a resource estimate of a granitic deposit in southern Nevada, which was a principal source of crushed-stone aggregates. Field work included:
 - Geologic mapping of primary joint sets
 - Conducting a seismic refraction survey to evaluate rock competency in an area adjacent to a basin bounding fault
- Designed and managed a p-wave seismic refraction survey to map a fluvial channel actively mined for cement sand.

- Developed an integrated, phased mine and reclamation plan for a large-scale limestone quarry and onsite cement plant located in Pueblo, Colorado. The plan was presented and approved by the Colorado Mined Land Reclamation Board.

GROUNDWATER RESOURCES AND AQUIFER STUDIES

- Performed various water supply assessments in support of CEQA for projects located within alluvial basins and fracture flow systems (heterogeneous anisotropic aquifers).
- Designed and performed a shallow p-wave seismic reflection survey for the City of Scottsdale, Arizona to map bedrock depths and delineate subsurface geologic structures that control the local hydrogeologic regime.
- Provided contractor coordination, supervision and field documentation tasks associated with the design, installation, and testing of two large diameter public supply wells in the west Salt River Valley.
- Prepared a Fracture Trace Analysis (FTA) to determine the feasibility and optimal location of a production well for the Tonto Hills community in central Arizona.
- Conducted a geomagnetic survey to delineate geologic structures in the San Andreas shear zone that formed aquifer boundaries. The survey data were used in conjunction with geologic, seismic, and well data to characterize and map an aquifer adjacent to the San Andreas Fault System.
- Designed and performed an aquifer test to establish hydraulic conductivities and transmissivities for a shallow aquifer impacted by perchlorate for a site adjacent to the Aerojet facility in Rancho Cordova, CA. The aquifer test demonstrated the perchlorate plume was limited in extent laterally and vertically.

SUPPORT TO LEGAL COUNSEL

- Project team member for a CERCLA litigation support project involving co-mingled VOC plumes attributed to historical aerospace manufacturing facilities in Phoenix, Arizona. Responsibilities included generating cost allocation scenarios for an offsite Operable Unit.
- Provided expert testimony in support of remediation of a historical public shooting range in Los Angeles County, California.
- Performed review for a soil investigation and soil gas survey of a high-profile property acquisition case involving a major Arizona corporation and city agencies. These efforts ultimately eliminated a purported site-specific volatile organic compound (VOC) source term and successfully reduced the client's liability for remediation.
- Provided technical critique to counsel for the South Indian Bend Wash Superfund Site RI/FS, located in Scottsdale, Arizona. This work involved performing a comprehensive review of supporting hydrogeologic and fate and transport studies presented to ADEQ and USEPA. The findings ultimately supported a discounted PRP allocation, significantly reducing the client's long-term CERCLA liability.

REGISTRATIONS

Registered Geologist, Oregon (#G2322)

Licensed Hydrogeologist, Washington (#529)

Professional Geologist, California (#7509)

Professional Geologist, Idaho (#1028)

Registered Geologist, Arizona (#3502)

ASSOCIATIONS / PUBLIC SERVICE

- Appointed by Governor Brown to the California State Mining and Geology Board, Member of the Mine Reclamation Committee, 2015-2018.
- California Construction and Industrial Materials Association, Past Chair of the Executive Committee and Member of the Board of Directors, 2012-2018.
- New Mexico Mining Association, Member of the Board of Directors, 2015-2018.
- Geological Society of America, Career Mentorship Program Participant, 2017.

PROFESSIONAL PRESENTATIONS / PUBLICATIONS

- Presenter, Anderson, B.G. (2017). *High-Resolution Mineral Resource Models, Potential Frontiers in the Application of Sequence Stratigraphic Principles*. Annual Education Conference at California Construction and Industrial Materials Association.
- Presenter, Anderson, B.G. (1998). *Integrated Strategies for Well Site Selection*. Workshop at the annual Symposium of the Arizona Hydrological Society, Tucson, Arizona.
- Anderson, B.G. et al. (1998). Dinosaur Skin Impressions and Associated Skeletal Remains from the Upper Campanian of Southwestern New Mexico: New Data on the Integument Morphology of Hadrosaurs. *Journal of Vertebrate Paleontology*, p. 22.
- Anderson, B.G. & Droser, M.L. (1998). Ichnofabrics and Geometric Configurations of Ophiomorpha within a Sequence Stratigraphic Framework: An Example of the Upper Cretaceous US Western Interior, *Sedimentology*, 45: 379-396.
- Anderson, B.G. & Barrick, R.E. (1996). Boaz, D., Dierking, P., Dornan, M., McGeorge, R., and Tegowski, B. J., (Eds.). Petrographic and Geochemical Analysis of Hadrosaur Skin Impressions, *Proceedings of Fossils of Arizona Symposium*, 4: 121-133.
- Anderson, B.G., Barrick, R.E., Droser, M.L., & Stadtman, K.L. (1995). Paleoenvironmental and Diagenetic Controls on the Preservation of Hadrosaur Integument: Evidence from the Cretaceous Western Interior, U.S.A. Geological Society of America, Abstracts and Programs, 27:6, p. 318.
- Anderson, B.G. (1994). Teredolites of an Upper Cretaceous Log-Ground: Morphologic Variability and Taphonomy. *Paleobios*, 16:1, 1-2.

HONORS/SPECIAL RECOGNITION

- 2014 California Construction and Industrial Materials Association, Special Recognition Award, Chair of Governmental and Legislative Affairs Committee.
- 2012 California Construction and Industrial Materials Association, President's Award for Dedication to the Mission and Goals of the Association.
- 2007 featured in New York Times article, "Drive to Cut Emissions Creates Jobs Engine."
- 2007 Law Seminars International, Energy in California 2007, Meeting the Climate Change Challenge.

EDUCATION

COLORADO SCHOOL OF MINES
Professional Degree, Geophysics

Golden, CO
1987

VALPARAISO UNIVERSITY
B.S., Electrical Engineering

Valparaiso, IN
1981

REGISTRATIONS

- Professional Mechanical Engineer, California (#M28331)
- South Coast Air Quality Management District Permit Processor (#B4321)

WORK HISTORY

SESPE CONSULTING, INC.
President

Ventura, CA
2009 - Present

- Co-Founder of Sespe Consulting, Inc. in 2009.
- Responsible for general company management as well as providing senior technical support to environmental projects.
- Extensive experience in the Surface Mining and Reclamation Act (SMARA), CEQA compliance, air quality impact studies, health risk assessments, and general facility compliance.

WEST COAST ENVIRONMENTAL AND ENGINEERING
Last Position: President

Ventura, CA
1990 – 2009

- Started at West Coast in 1990 as a staff engineer and was promoted to President in 2000. Managed day-to-day technical and financial operations of the firm with 30+ staff members.

SCHLUMBERGER

General Field Engineer Ventura CA and Division Geophysicist, Wireline, Houston TX

Houston, TX
1981 – 1990

EXPERIENCE

Forty years of wide-ranging professional experience working with a variety of industries and agencies, including multi-jurisdictional project development, compliance support for major corporations, and development and implementation of corporate level environmental health and safety programs.

PLANNING AND PERMITTING

- Provided technical guidance and management of permitting and reclamation planning aspects to the precious metals, industrial materials, and construction materials industries throughout California. Work has included:
 - New project development and mine engineering
 - Preparation of reclamation plans
-

- Preparation and technical review of environmental impact reports
- Development of mitigation measures
- Attended public hearings and agency meetings, provided technical assistance to legal counsel in resolving critical issues related to the projects.
- Negotiated final approval and compliance with Office of Mine Reclamation backfill requirements for the newly operational Golden Queen project in Kern County.

AIR QUALITY MANAGEMENT

- Conducted air quality compliance audits, prepared permit applications AB 2588 emissions inventory plans, and dispersion modeling and health risk assessments for facilities located throughout the United States.
- Conducted air quality impact studies pursuant to CEQA and federal conformity requirements for a variety of facilities.
- SCAQMD Certified Permit Processor (CPP) with the South Coast Air Quality Management District and is experienced with new source permitting in SCAQMD and Ventura County APCD.

AGGREGATE, INDUSTRIAL MINERALS, AND METAL MINING

- Preparation of Reclamation Plans and Financial Assurance Cost Estimates and oversee preparation of Environmental Impact reports for local and national clients.
- SMARA Compliance and State Mining and Geology Board expertise.
- Preliminary feasibility studies and technical reviews.
- Recently negotiated final approval and compliance with Office of Mine Reclamation backfill requirements for the newly operational Golden Queen project in Kern County.

SUPPORT TO LEGAL COUNSEL

- Provided expert witness testimony regarding a reclamation plan prepared under Mr. Hecht's supervision. Issues in the case related determining the appropriate scope and cost of reclamation for a project with a financial assurance of in excess of \$16,000,000. The case was resolved in his client's favor.
- Participated in several legal CEQA challenges of projects including expert support in air quality and SMARA issues.
- Assisted a confidential client by providing expert witness services in support of reclamation cost for internal asset transfer.

ASSOCIATIONS / COMMUNITY INVOLVMENT

- California Construction and Industrial Materials Association, Member and Chair of Associate Member Services, Associate Member of the Executive Committee
- Ventura County Coalition of Labor, Agriculture and Business, Board Member and Chairman
- Planning Commissioner for the City of San Buenaventura, 1999-2011, Chair from 2003-2004
- Design Review Committee Member, City of San Buenaventura, 2007-2011

PUBLICATIONS / PRESENTATIONS

- 2019 Case Study – CEMEX Moorpark, A Tale of Two Cities. CalCIMA Education Conference.
- 2018 SMARA Expert Panel – SMARA Modernization: Where Rubber Meets the Road. CalCIMA Education Conference.
- 2015 Case Study – The Newest Greenfield Mine in Los Angeles County. CalCIMA Education Conference.
- 2013 An Exercise in Flexibility – A Case History - Permitting a greenfield In-stream aggregate operation in Santa Barbara County. CalCIMA Education Conference, Co-Presented with Cherisse Troesh Sweeny, Troesh Materials.
- 2010 Case Study – The Successful Permitting of a New Asphalt Mixing Facility in Ventura County, CalCIMA Education Conference, Co-Presented with Bruce McGowan, Granite Construction.
- 2009 – Riverpark – A Case Study in Urban Reclamation – Northwest Mining Association.
- 2009 Distance Matters Panel The Economics of Distance CalCIMA Education Conference.
- 2008 Case Studies in CEQA Analysis of Air Quality, Greenhouse Gas and Health Risk Impacts, California Construction and Industrial Materials Association, Co-Presented with Scott Cohen, P.E.
- 2005 Reclamation and Redevelopment – A Case Study and More, California Mining Association.
- 2004 Soledad Canyon Permitting Challenges for a Multi-Jurisdictional Project, California Mining Association.
- 2003 Reclamation Costs in California, California Mining Association.
- 2003 Mineral Property Tax Assessment Seminar, California Mining Association.
- 2003 The Riverpark Project – A Case Study in Urban Reclamation, California Mining Association.
- 2001 Air Quality Conformity Federal Requirements, California Mining Association.

HONORS / SPECIAL RECOGNITION

- 2014 – California Construction and Industrial Materials Association, Benjamin J. Licari Distinguished Member Award.
- 2012 – California Construction and Industrial Materials Association, Associate of the Year Award.
- 2004/2005 – Served as judge for the Reclamation and Sustainable Mineral Development Awards Program sponsored by the Bureau of Land Management.
- 2003 – California Mining Association Excellence in Reclamation for Riverpark Development, LLC.

EDUCATION

UNIVERSITY OF WINDSOR,

BASc, Chemical Engineering

Windsor, Ontario, Canada

1981

REGISTRATIONS

- Professional Engineer, Chemical Engineering, California (#CH005847)
- South Coast Air Quality Management District Certified Permitting Professional (#B4317)

WORK HISTORY

SESPE CONSULTING, INC.

Vice President

Ventura, CA

Present

- Provide executive management and company quality assurance/quality control.
- Develop work product methodologies, procedures and formats for numerous company services, including site assessment, regulatory compliance, hazardous materials, hazardous waste, etc.
- Hiring, training, developing, and managing junior staff.
- Client management.
- Project management, including scheduling, coordination, budgeting, and quality control.

WEST COAST ENVIRONMENTAL AND ENGINEERING

Last Position: Vice President

Ventura, CA

1987 – 2009

- Provided executive management and quality assurance/quality control for the company's engineering group.
- Support to legal counsel including expert witness testimony and client representation at regulatory agency hearings.

ESSO RESOURCES CANADA

Last Position: Reservoir & Production Engineer

Calgary, Alberta, Canada

1981 – 1986

- Responsible for optimizing oil production from assigned oilfields in western and northern Canada.

EXPERIENCE

40 years of professional experience including 34 years of wide-ranging consulting experience covering all aspects of environmental compliance, assessment and management.

INDUSTRY EXPERIENCE

- Provided consulting services to a wide variety of industries, including:
 - Commercial composting operations
 - Aggregate mining and processing
 - Ready mixed and asphaltic concrete production
 - Crude oil production and processing
 - Refined oil bulk storage, blending and distribution
 - Scrap metal recycling
 - Metal forging and forming
 - Food processing and agricultural
 - Water purveyors
 - Semiconductor manufacturing
 - Power generation
 - Glass production

AIR QUALITY AND GHGs

- Obtained numerous air emission permits (local and federal Title V) from various California air districts, including the Ventura County Air Pollution Control District (VCAPCD), South Coast Air Quality Management District (SCAQMD), and San Diego County APCD.
- Performed detailed air emission calculations.
- Used computer modeling to determine expected concentrations at various locations in and around the sources. Calculated resulting impacts including acute health risk, chronic health risk, and cancer risk.
- Evaluated various operational scenarios to identify potential emissions and risk reductions.
- Client representation at hearing boards and variance hearings.
- Evaluation of emission control technologies.
- Prepared greenhouse gas (GHG) emission inventories and conducted GHG certifications to California Climate Action Registry and federal certification standards.

LAND USE PLANNING AND PERMITTING

- Conditional Use Permitting (CUP) support.
- Managing the preparation of technical studies in support of environmental impact reports.
- Permitting of new crude oil wells and production facilities.
- Permitting of centralized waste treatment facility.
- Permitting of commercial composting facilities.

WATER QUALITY

- National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirements (WDR) permitting, monitoring, reporting and compliance support.
- Discharge treatment studies for various manufacturing facilities, in particular ion exchange pilot testing for removal of toxic metals to meet CTR/NPDES permit limits for inland surface waters.
- Industrial sewer discharge support, including preparing baseline monitoring reports, obtaining local sewer permits, Notice of Violation (NOV) resolution, and treatment system evaluations.
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) for a variety of industrial and manufacturing facilities.

SITE ASSESSMENT AND ENVIRONMENTAL AUDITS

- Completed environmental compliance audits for numerous manufacturing operations, including construction materials, wastepaper recycling, circuit board manufacturing, electronics equipment manufacturing, and bottled water production.
- Conducted pre-acquisition due diligence compliance audits for aggregate mining, ready mixed and asphaltic concrete production facilities.
- Provided project management for more than 1,000 Phase I Site Assessment projects, including agricultural parcels, heavy and light manufacturing sites, oil and gas production facilities, and commercial and residential lands.

HAZARDOUS MATERIALS

- Hazard Communication Program development and implementation, including conducting hazardous material audits and creating MSDS tracking and reporting systems.
- Hazardous Material Business Plan preparation and Tier II reporting.
- Prepared and/or certified Spill Prevention Control and Countermeasure (SPCC).
- Prepared Facility Response Plans for large oil blending and packaging facilities.
- Prepared Toxic Release Inventory (TRI) reports for a variety of manufacturing facilities and reported emissions using Form R/Form A.
- Risk Management Plan (RMP) preparation for facilities storing anhydrous ammonia and chlorine gas.

HAZARDOUS WASTE

- Hazardous waste compliance support.
- Waste Minimization (SB14) Plan and Report preparation.
- California Tiered Permitting support, including preparation of necessary reporting forms, developing closure cost estimates, and certifying hazardous waste treatment tanks and containment areas.

EDUCATION

THE ANDERSON SCHOOL AT UCLA Los Angeles, CA
Master of Business Administration (MBA) 1999

UNIVERSITY OF CALIFORNIA, SANTA BARBARA Santa Barbara, CA
B.S., Mechanical Engineering 1992

WORK HISTORY

SESPE CONSULTING, INC. Ventura, CA
Vice President 2009 – Present

TELEDYNE SCIENTIFIC & IMAGING Thousand Oaks, CA
Manager – Environment, Health & Safety (EH&S) 2007 – 2009

WEST COAST ENVIRONMENTAL AND ENGINEERING Ventura, CA
Last Position: Senior Manager 1992 – 2007

Work history includes:

- Assisting clients in achieving and maintaining compliance with applicable environmental and safety requirements.
- Interfacing with government agencies and personnel at all levels of clients' organizations, including senior management, facilities, operations, human resources, and legal to achieve goals.
- Services provided include:
 - Overall EH&S program development and implementation
 - Preparing plans and reports to meet regulatory requirements
 - Training, auditing, and regulatory impact analysis
- Client and project management, including scheduling, coordination, budgeting, and quality control.
- Experienced with a wide variety of industries including:
 - Aggregate mining and processing
 - Ready mixed concrete production
 - Asphalt production
 - Semiconductor manufacturing
 - Food processing
 - Agriculture
 - Power generation
 - Fiberboard recycling
 - Oil blending and distribution
 - Real estate development

EXPERIENCE***EH&S MANAGEMENT***

- Developed and implemented comprehensive Environmental Health and Safety (EH&S) programs designed to address applicable EPA, OSHA, and DOT regulations as well as state and local requirements.
- Conducted multimedia environmental compliance audits at facilities throughout California and the United States. Worked with facilities to resolve issues identified during the audit process.
- ISO14000 program development and implementation.

WATER QUALITY

- Prepared over 100 industrial Storm Water Pollution Prevention Plans (SWPPPs) for a variety of facilities. Assisted facilities in SWPPP implementation, including monitoring, annual reporting, and conducting employee training sessions.
- Provided technical support to dozens of facilities threatened with Clean Water Act citizen's lawsuits related to industrial storm water discharges. Worked with facilities and their legal counsel to address alleged issues.
- Construction storm water compliance support includes the following: preparing dozens of construction SWPPPs for sites throughout southern California; developing post-construction storm water treatment device maintenance plans; and acting as the Qualified SWPPP Practitioner (QSP) on project sites.
- Industrial sewer discharge support, including preparing baseline monitoring reports, obtaining local sewer permits, and preparing self-monitoring reporting packages.
- National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirements (WDR) permitting, monitoring, and reporting.

HAZARDOUS MATERIALS

- Hazardous Material Business Plan preparation and Tier II reporting.
- Prepared and/or certified Spill Prevention Control and Countermeasure (SPCC) Plans for over 100 facilities located across the United States.
- Prepared Toxic Release Inventory (TRI) reports for a variety of manufacturing facilities and reported emissions using Form R/Form A.
- Risk Management Plan (RMP) development including:
 - Conducting Hazard Reviews and Process Hazard Analysis (PHA) studies to determine potential failure modes
 - Identifying existing safety systems
 - Recommending additional safety equipment and procedures to minimize the potential for a release
 - Offsite Consequence Analysis (OCA) development, including computer modeling of potential release scenarios to identify the expected impact of various release scenarios and the population and sensitive receptors within the impact zone
- Facility design support, including evaluating California Fire Code (CFC) and California Building Code (CBC) requirements and interfacing with company, architects, and permitting agencies to obtain design approval.

HAZARDOUS WASTE

- Hazardous waste compliance support, including waste characterization, developing waste handling and labeling procedures, conducting employee training, and preparing hazardous waste reports.
- Waste Minimization (SB14) Plan and Report preparation for a number of manufacturing facilities. This included:
 - Working with personnel in various departments to identify the types of hazardous waste generated and their characteristics
 - Identifying the processes that generated the wastes and assessing potential options to reduce the amount of hazardous waste generated
 - Selecting appropriate measures to implement
- California Tiered Permitting support, including preparation of necessary reporting forms, developing closure cost estimates, and certifying hazardous waste treatment systems and containment areas.

WORKER SAFETY

- Developed a variety of plans and programs to meet regulatory requirements including:
 - Injury and Illness Prevention Plans (IIPPs)
 - Lockout / Tagout Programs
 - Hearing Conservation Plans
 - Respiratory Protection Programs
 - Confined Space Programs
 - Heat Illness Prevention Plans
 - Protection from Wildfire Smoke Programs
 - General safety procedures
- Hazard Communication Program development and implementation, including conducting hazardous material audits and creating Safety Data Sheet (SDS) tracking and reporting systems.
- Conducted monitoring to determine if employees were being exposed to parameters above regulatory or recommended thresholds. Monitoring included calculating exposures, and transmitting this information to affected personnel. Parameters included noise, heat, and airborne contaminants, such as acids and metals.
- Conducted safety training sessions on a variety of topics, including Hazard Communication, Injury and Illness Prevention, Forklift Safety, Lockout / Tagout, and Confined Space.
- Created Emergency Response and Contingency Plans, including reviewing materials and equipment used to determine potential failures (e.g. fire, leak and sabotage) and developing emergency response procedures to minimize potential impacts.

AIR QUALITY

- Applied for and obtained air emission permits (local and federal Title V) from the Ventura County Air Pollution Control District (VCAPCD) and South Coast Air Quality Management District (SCAQMD).
- Performed air emission calculations and completed annual emission reports.

REGISTRATIONS AND CERTIFICATIONS

Registered Mechanical Engineer: California M029846

Certified Professional in Erosion and Sediment Control: 5603

Industrial General Permit Trainer of Record (IGP-ToR) and Qualified Industrial Storm Water Practitioner (QISP): 00059

Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP): 00628

PUBLISHED ARTICLES

- "Industrial Storm Water Permit Changes." *California Asphalt Magazine*, July 2014.
- "Draft Industrial Storm Water Permit: Issues and Challenges." *The Conveyor*, Fall/Winter 2011, pp. 5-6.
- "Draft Industrial Storm Water Permit: A Brave New World." *California Asphalt Magazine*, July 2011.
- "Environmental Crisis Prevention and Management." *The John Liner Review*, Winter 2001.

EDUCATION

UNIVERSITY OF CALIFORNIA, SANTA BARBARA

B. S. Mechanical Engineering

Santa Barbara, CA

June 1993

WORK HISTORY

SESPE CONSULTING — A TRINITY CONSULTANTS COMPANY

Principal Engineer

Project Manager III

Ventura, CA; San Diego, CA

May 2019 – Present

June 2009 – May 2019

COUNTY OF SAN DIEGO.

Air Pollution Control District Hearing Board Member

San Diego, CA

September 2014 – September 2018

WEST COAST ENVIRONMENTAL AND ENGINEERING

Managing Engineer

Ventura, CA; San Diego, CA

1996 – May 2009

LOS ALAMOS NATIONAL LABORATORY

Hazardous Waste Technician IV

Graduate Research Assistant, Hydrology Group

Los Alamos, NM

1994 – 1995

1993 – 1994

Recent work history includes:

- Provision of EH&S permitting and compliance services for industrial and municipal clientele.
- Management of southern California branch office(s) and staff including acquisition of office space, furniture, equipment, and consumables; installation and maintenance of network infrastructure and information systems; human resource functions such as hiring, firing, and policy enforcement; transitional duties during acquisition of another small consulting company; and interface with property manager(s).
- Management of multiple, simultaneous consulting projects of various sizes, durations, locations, complexities, and subject matter. Tasks include proposal scoping, costing, writing and interviewing; primary contact for client, agency staff and other stakeholders; budget and schedule tracking; invoice preparation and distribution.
- Interpretation and tracking of regulatory, planning and legal developments and documentation to identify potential opportunities and challenges; ensure that work product is prepared using the most current and defensible method available; and illuminate alternative and/or novel approaches that may be implemented.
- Marketing through active participation in various associations and other groups including volunteering to serve as chair, secretary, host, or another role in committees and for meetings; public speaking, booth attendance, and entertainment of clients during conferences; writing articles for trade journals; and donation of professional services as may be needed to track issues, attend meetings, strategize and communicate when an undesirable restriction has been proposed.

- Using and learning to use computers to most efficiently accomplish work at-hand including specialized software (e.g., AERMOD, HARP, EMFAC, CalEEMod, GIS, RTNM, SoundPlan, AggFlow); office productivity software (e.g., Word, Excel, Access, VBA); graphics software (e.g., Photoshop/Illustrator, 2D CAD, etc.); networking software (e.g., LAMP stack).
- Technical support and process development for publishing large environmental documents (EIRs).
- Core skill set includes:
 - Project Management
 - Technical Writing
 - Air Quality and Greenhouse Gases
 - Noise and Vibration
 - CEQA/NEPA
 - Dispersion Modeling and Health Risk Assessment
 - Construction and Mining
 - Industrial Hygiene

EXPERIENCE

Technical Analysis for CEQA/NEPA and Special Studies

- Practiced in the subject areas of air quality, health risk assessment, climate change, noise, vibration, and hazardous materials. Emphasis in assessing fugitive dust and diesel exhaust.
- Applied CEQA requirements in light of existing case law to assess baseline, cumulative effects, and project fair share of mitigation for cumulative effects.
- Developed feasible, enforceable mitigation measure language including some creative solutions.
- Successfully defended work-product through litigation of several project EIRs by supporting efforts of legal counsel in the analysis of opposition arguments and the development counter arguments.
- Experienced a variety of project types including mining, asphalt, ready mix concrete, residential/commercial developments, arterial-freeway interchange improvements, and a university long range development plan.

Industrial Environmental Compliance and Permitting

- Involved in most aspects of environmental compliance for industrial clients including development of management systems and policy.
- Permitted air emissions sources in local and federal (Title V) programs including all aspects of new source review, emissions calculations and modeling, health risk assessment, best available control technology (BACT) cost effectiveness, and portable equipment regulation.
- Permitted industrial process water discharge to land under National Pollutant Discharge Elimination System (NPDES) and to sewer.

- Prepared storm water pollution prevention plans (SWPPP) and related documents including notices of intent, annual reports, and notification to regional water board of illicit discharges.
- Performed services related to characterization and management of hazardous materials and wastes including:
 - Release investigation and sampling.
 - Storage, use and transport as regulated by EPA, OSHA, DOT and the Uniform Fire Code.
 - Risk management plans (RMPs) for facilities with acutely hazardous material.
 - Emergency response plans and spill pollution control and countermeasures (SPCC) plans for facilities with bulk petroleum storage.

Air Quality Expertise

- Prepared air permit applications and negotiated conditions on permits to construct and operate various types of sources and facilities (including those in Title V) in each major California air district, some smaller districts, and several states. Work included each facet of new source review including cost effectiveness and feasibility for BACT, offsets, modeling and coordination of start-up/initial source testing.
- Prepared air dispersion models using AERMOD and assessed health risk using CARB HARP software for many projects and purposes including as part of air permitting and CEQA impact analysis.
- Represented California Mining Association and provided consultation to Arizona Rock Products Association during fugitive dust rulemaking in South Coast AQMD (Rule 1157) and Maricopa County (Rule 316).
- Prepared various compliance reporting documents and provided consultation related to compliance issues. Specifically, emissions inventory (GHG, criteria and air toxics) protocols and reporting; violation response and negotiation, and annual compliance certifications/renewals under Title V.

Worker Safety and Industrial Hygiene

- Provided regulatory analysis and technical support to clients with issues in the areas of indoor air quality (IAQ) and other employee exposure investigations.
- Process hazard analysis, injury and illness prevention (IIPP), safety program management, OSHA violation response, employee training, hazard communication (HAZCOM), personal protective equipment (PPE) selection, confined space, lockout/tagout, health risk assessment, noise, and fall protection.

REGISTRATIONS AND CERTIFICATIONS

Registered Mechanical Engineer: California M30545

Certified Industrial Hygienist: 8162CP

County of San Diego CEQA Air Quality and Noise Consultant Lists

PUBLISHED ARTICLES AND PRESENTATIONS

California Construction and Industrial Mineral Association Education Conference or Meeting
Community Toxic Exposure Minimization (2021)

The Air UP There – Positive Health Impacts from Industry’s Investments in Diesel Truck Engines (2018).

Distance Matters – Assessing Regional Air and GHG Impacts of Mining Projects Under CEQA (2015).

Industrial Hygiene Statistics and Exposure Assessment (H&S Committee Meeting, 7/2015).

Navigating the Rocky Road to Portable Permitting in California (2013).

Community Noise Impact Assessment Primer (2011).

Portable Plant Air Permitting, What You Need to Know (2009).

Case Study – CEQA Analysis of Air Quality, Greenhouse Gas, and Health Risk Impacts (2008).

Industrial Environmental Association Education Conference or Meeting

Air Permitting 101 & 102 (2015 & 2016).

California Health Risk Assessment Methodology Changes (Air Committee Meeting, 4/2014).

California Asphalt Magazine

Adventures in Air Quality Regulation and Health Risk Assessment (July 2021).

Health Risk Assessment – What to Expect and How to Prepare (July 2017).

Portable Equipment Air Permitting and Compliance Status Update (July 2012).

Can California Afford its Climate Change Policies? (July 2011).

California Precast Concrete Association (CPCA) Member Meeting

Current Air Quality Issues Facing Processors of Non-Metallic Minerals (November 2005).

AFFILIATIONS AND MEMBERSHIPS

California Construction and Industrial Materials Association Member and Associate of the Year in 2015

California Asphalt Pavement Association Environmental Committee Co-chair (2010 to present)

Industrial Environmental Association Member

Industrial Minerals Association of North America Member

American Industrial Hygiene Association Member

San Diego APCD Air Pollution Permit Streamlining Committee/Compliance Improvement Team (APPS/CIT)
Meeting Chair (7/2012 to 7/2017)

EDUCATION

UNIVERSITY OF CALIFORNIA, SAN DIEGO
B.S., Mechanical Engineering

San Diego, CA

UNIVERSITY OF CALIFORNIA, SANTA BARBARA
B.S., Environmental Studies
B.A., Anthropology

Santa Barbara, CA

WORK HISTORY

SESPE CONSULTING, INC.
Project Manager III

Ventura, CA
2011 - Present

KLEINFELDER, INC
Senior Project Manager, Principal Professional

San Diego, CA
1994 - 2011

W.R. Grace & Co.
Director, Environmental Permitting & Compliance

San Diego, CA
1990-1994

General Atomics
Manager, Environmental Permitting & Compliance

San Diego, CA
1983 – 1990

EXPERIENCE

CEQA/NEPA

- Over the last 28 years managed the CEQA/NEPA Environmental Impact Reports/Studies process for numerous aggregate, sand, stone and industrial mineral mining operations and other industrial and commercial facilities. This has included preparation of documents, administrative record, presentations/hearings, budget and schedule, as well as coordination between agencies, applicant, legal counsel, and public. Projects have included contracting directly with agencies and at other times directly with the applicants.
- Developed strategic approaches to CEQA/NEPA process – exemptions, Negative Declaration, Mitigate Negative Declaration, EIS/EIR.
- Prepared complete EIR/EIS documents, Initial Studies/Environmental Checklists, Environmental Assessments.
- Prepared and/or provided peer review of EIR/EIS technical documents, Plan of Operations and Reclamation Plans.
- Organized and prepared Response to Comments and Final EIR/EIS
- Provided senior QA to ensure consistency between the EIR/EIS, Initial Study, Plan of Operations, Reclamation Plans, technical studies, assumptions, notices, findings and other permits (CUP, air quality, WDRs, etc.) throughout the CEQA/NEPA process.

- Provided coordination between lead agencies, responsible agencies, public and other interested parties/stakeholders.
- Assisted legal counsel.
- Gave technical and procedural presentations at voluntary and formal public hearings.

Air Quality

- Prepared permit applications, negotiated permit conditions and obtained numerous air quality permits for cement plants, aggregate, and industrial mineral mining operations and other industrial facilities throughout California, the Nation and internationally.
- Prepared Air Quality Impact Assessments/Reports for Environmental Impact analysis (CEQA/NEPA).
- Prepared major source PSD, NSR and Title V permit applications.
- Obtained variances and regulatory exemptions.
- Prepared emission estimates and emission inventories for criteria, toxic and GHG emissions.
- Assisted facilities with AB 2588, Prop 65 and other air toxic regulations.
- Conducted BACT, TBACT, MACT, RACT analysis.
- Assisted clients in obtaining Emission Reduction Credits (ERC) and other methods to meet offset requirements.

Hazardous Materials and Waste

- Provided hazardous materials/waste regulatory compliance support for mining and other industrial and commercial facilities including Bevill exemptions, waste characterization, small and large quantity generator identification and requirements, storage requirements (90 day and satellite accumulation), secondary containment, exemptions, manifesting/bill of lading, consolidated manifesting, spill and emergency response procedures, agency notifications, training, and reporting.
- Universal waste management and training.
- Prepared hazardous waste treatment permits ranging from complete TSDF Part B permits to California Tiered Permitting and exceptions. Assisted applicants throughout the entire process, responding to agency and public comments, presentations at public hearing and negotiation of permit conditions.
- Waste Minimization (SB14) Plan and Report preparation for small/large industrial facilities to entire military bases.
- EPCRA, TRI and SARA 313 Reporting. Calculated quantities of listed hazardous materials on site and determined which, if any chemicals were exempt or were subject to the requirements and exceeded the reporting thresholds. Estimated previous release and emission values, and completed the necessary Forms (Form R/Form A) for each chemical that triggered EPCRA reporting.
- Hazardous Material Business Plan preparation and Tier II reporting.
- TSCA Chemical Data Reporting (CDM).
- Prepared Spill Prevention Control and Countermeasure (SPCC) Plans and APSA compliance.
- Prepared Emergency Response and Contingency Plans and training procedures.
- California CalARP and Federal Risk Management Plan (RMP) compliance. Determined if facilities were subject to Programs 1, 2, or 3 requirements and conducted the appropriate level of review and

assessments – Off-site Consequence Analysis (OCA), evaluation of previous releases, hazard assessment and complete Process Hazard Analysis (PHA) to determine potential failure modes.

- DOT security plans for the shipment of hazardous materials.

SMARA Compliance

- Assist mining operations with SMARA compliance.
- Prepare SMARA compliant Reclamation Plans and amendments to Reclamation Plans.
- Interface with County Lead Agency and Office/Division of Mine Reclamation.
- Prepare or manage the preparation of technical studies (slope stability, hydrology/drainage, air quality, biology, revegetation plans, etc.)

Hazardous Waste Incineration

- Permitting (RCRA, TSCA, and air permits) and preparing CEQA/NEPA documents for hazardous waste, solid waste, medical waste and mixed waste incineration projects.
- Experience with rotary kilns, Circulation Bed Combustors (CBC), fluidized bed combustors, medical waste incinerators, boilers/industrial furnaces and other combustion technics.
- Prepared air quality evaluations and health risk assessment for criteria and toxic pollutants, including products of incomplete combustion (PICs) such as dioxins and furans.
- Extensive experience supporting extremely controversial projects.
- Gave numerous presentations at public meetings and regulatory hearings.
- Supported legal counsel and public relations.

Environmental Compliance

- Conducted numerous environmental compliance evaluations and audits (air, hazardous materials/waste, water) for a wide range of industrial clients, including mining operations throughout California, nationally and internationally.
- Negotiated NOV and consent decree compliance and worked closely with industry's legal counsel.
- Developed Environmental Management Systems, ISO and other comprehensive multi-media compliance programs as needed by various agencies and/or corporate leadership.
- Developed and presented environmental compliance training.

Water Quality

- Prepared Storm Water Pollution Prevention Plans (SWPPPs) for a variety of industrial and military facilities.
- Construction and Industrial stormwater compliance support including: preparation of SWPPPs, BMPS, inspection/maintenance plans, and employee training.
- National Pollutant Discharge Elimination System (NPDES) point source permitting and/or exemptions.
- Waste Discharge Requirements (WDR) permitting, monitoring, and reporting.

CERCLA/Superfund Sites/Contaminated Site Remediation

- Assisted potential PRPs through the CERCLA process.
- Prepared necessary documentation for Non-Time Critical Removal Actions (PA, RSI, EE/CA, ARARs, DQOs, RI/FS, AM, RODs).

- Managed contaminated site investigation and removal/remediation actions.
- Negotiated agency site closure criteria and closed sites.

REGISTRATIONS AND CERTIFICATIONS

Hazardous Waste Management Certificate Program: UCSD

PRESENTATIONS and TEACHING POSITIONS

- California Construction and Industrial Minerals Association (CalCIMA)
- Industrial Environmental Association (IEA) of San Diego
- Hazardous Waste Treatment Council
- UCSD Jacobs School of Engineering
- Professional Technical Seminars
- Teacher – UCSD Air Quality Regulations and Compliance

REGULATORY and INDUSTRIAL TASK FORCES

- Process Water Best Management Practices Handbook for Ready Mix Concrete Industry
- WDR draft general permit for Ready Mix Concrete Industry
- Industrial Stormwater Permit Review Task Force for aggregate industry
- Environmental Regulatory Compliance Task Force for aggregate industry
- Portable Equipment Registration Program (PERP) and Permitting Task Force for aggregate industry
- San Diego Air Pollution Control District New Source Review Revisions
- San Diego Air Pollution Control District BACT Guidance Manual
- San Diego Air Pollution Control District Mobile Emission Credits
- San Diego Air Pollution Control District Title V
- San Diego Air Pollution Control District Application and Permitting Streamlining
- San Diego Air Pollution Control District Portable Equipment
- California Air Pollution Control Officers (CAPCOA) – Industry Representative
- US EPA committees for regulatory development for Boilers, Hazardous Waste Incinerator, Cement Kilns

HONORS AND SPECIAL RECOGNITION

- Distinguished Member Principal Professionals Award, Kleinfelder.
- Project Manager of the Year, Kleinfelder.
- Excellence Award - Best Client Services, Kleinfelder.
- Excellence Award Technical Interdisciplinary, Kleinfelder.
- Excellence Award Project Management, Kleinfelder.
- Honorary Service Award, San Diego Industrial Environmental Association.
- STEM Honorary Service Award, University of California San Diego / U.S. Navy SPAWAR.

EDUCATION

UNIVERSITY OF CALIFORNIA, SANTA BARBARA
B.A., Environmental Studies

Santa Barbara, CA
1992

WORK HISTORY

SESPE CONSULTING, INC.
Project Manager II

Ventura, CA
2009 - Present

WEST COAST ENVIRONMENTAL AND ENGINEERING
Group Manager
Project Manager
Technician/Staff Professional

Ventura, CA
2008 - 2009
1998 - 2008
1992 - 1998

Work history includes:

- Client and project management which includes developing scope of work and scheduling, coordination of contractors, permitting/agency oversight, budgeting, report writing, and quality control.
- Assisting clients in achieving and maintaining their varied needs, often under short turnaround times and involving high-level multi-million-dollar projects.
- Conducting environmental inspections on a wide variety of properties, ranging from small residual apartment buildings to large ranch properties measuring hundreds of acres in size, to complex heavy industrial and manufacturing facilities, to large mining facilities.
- Wide and varied knowledge of industrial and manufacturing businesses including:
 - Aerospace and machine shop related industries
 - Metal forging/forming/stamping
 - Auto service and repair
 - Food processing
 - Recycling
 - Aggregate mining/processing/production
- Interfacing with government agencies and personnel at all levels of local, state, and federal government to obtain and review pertinent file material and/or to obtain agency approvals.
- Training, developing, and managing junior staff and administrative support personnel.

EXPERIENCE

Environmental Site Assessment / Due Diligence Services

- Completed over 1,700 Phase I Environmental Site Assessments for properties located throughout Southern California. Worked with lenders, property owners, developers, municipalities, and others to meet due diligence needs.
- Completed dozens of Phase II Environmental Site Assessments on various types of properties. Assessment methodologies have included the following:
 - Groundwater assessments.
 - Soil assessments and soil vapor surveys.
 - Assessments of underground tanks and other subsurface features, such as sumps, pits, clarifiers, dry wells, etc.
 - Geophysical surveys.
- Work has been done under the oversight of regulatory agencies, including the Regional Water Quality Control Board, Department of Toxic Substances Control, City and County Fire Departments, Environmental Health Departments, and closure letters were obtained from the agencies.
- Ventura Brownfield Project – City of Ventura (2001). Conducted extensive research on the history of the Ventura Westside (AKA Ventura Avenue area), one of the oldest and most diverse areas within the City of Ventura. The Project was funded by the U.S. Environmental Protection Agency.
- Ventura Brownfield Redevelopment project (2008). Managed and assisted with all phases of a roughly 57-million-dollar redevelopment project. Work completed includes:
 - Assistance with the demolition of buildings with asbestos and lead paint issues.
 - Removal and cleanup of residual hazardous materials/wastes.
 - Removal of underground hoist and sump.
 - Conducted numerous subsurface investigations and remedial cleanups and monitored water quality from a construction dewatering system.
 - Worked closely with several of the largest lenders in the nation to satisfy environmental due diligence requirements.
 - Project objectives were met and a thorough assessment and evaluation was completed to the satisfaction of the lenders and other involved parties, despite numerous project environmental challenges.
 - High level of sensitivity on project due to complex funding requirements, scale and location of project, and tight construction schedule.
 - Regular and close working relationships were maintained among the lenders, developer/owner, the construction management firm, and the general building contractor.

FACILITY CLOSURE PLANS

- Completed facility closure plans for various types of properties to ensure hazardous materials and hazardous wastes were properly removed and disposed of and residual impacts were decontaminated. Representative work includes:
 - Closure of a former Sears Automotive Service facility that had underground hoists and a floor drain/clarifier system.
 - A large clothing fabric manufacturing facility that included extensive fabric printing and ink/dye usage and a vast network of underground equipment, including drains and sumps.

- Closure of a large regional hospital campus property located in Southern California.
- Closure and cleanup at specialized aerospace/machining facility.
- Interacting with the regulatory agencies to cancel permits.
- Write work plans for cleanup and removal actions.
- Remove/abandon subsurface tanks, sumps, pits, clarifiers, drains, etc.
- Obtain post-removal soil samples to ensure no remedial action is necessary.
- Manage hazardous waste removal contractors and decontamination work associated with former chemical or hazardous material storage and process areas.
- Completion of summary reports documenting all of the work that was conducted, including all the supporting documentation, figures, photos, lab reports, permits, and related information. Obtained closure letters from various agencies.

WATER QUALITY/WATER MONITORING

- Prepared Storm Water Pollution Prevention Plan (SWPPPs) for a variety of industrial and construction-related projects.
- Managed and assisted on water quality monitoring projects related to quarterly groundwater monitoring at contaminated sites (LUFT, SLIC, etc.).
- National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirements (WDR) permitting, monitoring, and reporting at a construction site that required dewatering wells and a treatment system for the water.

LAND USE PLANNING AND PERMITTING

- Project Manager for permitting commercial, industrial, agricultural, and oil field projects including:
 - Conditional Use Permits and Zoning Clearance Applications
 - Project Condition Compliance
 - Research for possible permitting opportunities and alternatives
 - Technical Support
 - Permit Modifications
 - Notice of Violation Abatement
 - Management of technical consultants and studies
- Prepare application submittal materials and circulate to internal agency departments.
- Procure agency approvals with expeditious and efficient project turnaround times.
- Represent Clients at agency meetings, attend public hearings, and provide technical assistance to legal counsel in resolving critical issues.
- Manage Building & Safety, Public Works, and other agency permit procurement for industrial and infrastructure projects.
- Projects include: Metal Recycling Facilities, Oil Field Permitting and Exploration, Contractor Service and Storage Yards, Recyclables Collection Facilities, Auto Dismantling Facilities, Nursery, and Private Projects.

ADDITIONAL TRAINING

- 40-hour HAZWOPER Training and 8-hour Supervisor Training.

EDUCATION

UNIVERSITY OF CALIFORNIA, SANTA BARBARA Santa Barbara, CA

B.A., Environmental Studies

2012

WORK HISTORY

SESPE CONSULTING, INC. Ventura & San Diego, CA

Project Manager I

2013 – Present

CALIFORNIA DEPARTMENT OF AGRICULTURE Camarillo, CA

Agricultural Aide / Inspector

2012 – 2013

SANTA BARBARA COUNTY PLANNING & DEVELOPMENT Santa Barbara, CA

Intern / Counter Technician

2010 – 2012

EXPERIENCE

ENVIRONMENTAL SITE ASSESSMENT/DUE DILIGENCE SERVICES

- Helped conduct numerous Phase I Environmental Site Assessments on various residential, commercial, and industrial properties located throughout California. Worked with lenders, property owners, developers, municipalities and other entities to meet due diligence needs.

WATER QUALITY COMPLIANCE & MONITORING

- Prepared Storm Water Pollution Prevention Plans (SWPPPs) for a variety of construction projects and industrial facilities throughout California to comply with the Construction and Industrial General Permits.
- Provided on-site storm water consultation and compliance support to contractors and other stakeholders during all phases of the construction process.
- Conducted all types of storm water quality inspections and provided other Qualified Stormwater Practitioner (QSP) sampling services required under the current Construction General Permit (CGP) and Industrial General Permit (IGP).
- Helped prepare reports, memos, and other correspondences required by Regional Water Quality Control Boards. Help clients navigate the State Water Board's online system (i.e., SMARTS).
- Helped various clients navigate the State Water Board's Water Discharge Requirement (WDR) permitting process, including completing Technical Reports required for WDR compliance.
- Provided ocean sampling and monitoring services for a complex coastal pier repair project in Ventura County.

NOISE & VIBRATION IMPACT ASSESSMENT AND MONITORING

- Prepared detailed noise and vibration impact assessments for new and existing mining, industrial facilities, commercial, and residential properties throughout California. Prepare noise and vibration documentation in accordance with CEQA.
- Conducted onsite noise monitoring at various facilities to determine baseline and equipment source noise levels. Quantify noise sources and model impacts to nearby receptors using accepted engineering practices and noise modeling software (e.g., SoundPLAN, FHWA Roadway Construction Noise Model).
- Devised mitigation measures and monitoring programs for facilities with noise and/or vibration levels in excess of regulatory standards/local noise ordinances. Help clients address noise violations.

CEQA/NEPA TECHNICAL ANALYSIS & DOCUMENT PREPARATION

- Over the last 8 years, Mr. Stephens has helped facilitate and manage the California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) processes for numerous aggregate, sand, stone and industrial mineral mining operations, as well as other industrial and commercial facilities throughout California.
- Prepared documents, administrative record, presentations/hearings, budgets and schedules, as well as facilitated coordination between lead agencies, applicants, legal counsels, and the public.
- Prepared Initial Studies, Mitigated Negative Declarations (MNDs), and CEQA Environmental Impact Reports (EIRs) and NEPA Environmental Impact Statements (EISs) documents for various mining operations, industrial facilities, and municipal public works projects.
- Prepared detailed technical analysis (noise and vibration, air quality, visual analysis, etc.) and other supplemental documents.
- Provided quality assurance/quality control to ensure consistency between the EIR/EIS and Plan of Operations, Reclamation Plans, technical studies, project assumptions, notices, findings and other applicable permits.
- Interfaced between lead agencies, responsible agencies, public and other interested parties/stakeholders throughout the CEQA/NEPA process. Conduct public outreach meetings/hearings during the initial scoping and public comment phases.

MINE PLANNING, PERMITTING AND RECLAMATION

- Mr. Stephens has helped plan and permit mine sites, related industrial facilities, and other infrastructure projects throughout California, with emphasis on assuring conformance with applicable state regulations, including the California Surface Mining and Reclamation Act (SMARA).
- Prepared Reclamation Plans and associated mine plans for new mine sites, and Amended Reclamation Plans for expanded facilities in accordance with SMARA. Prepared SMARA documentation for surface aggregate mines, precious metal mines, and mining operations in support of public aqueduct and reservoir projects.
- Helped clients understand local, state, and federal surface mining regulations, and navigate the SMARA approval process at both the local and state levels.

LAND USE PLANNING & PERMITTING

- Helped clients to permit new projects and expansions of existing facilities of various complexities throughout California. Provide guidance and support related to discretionary Conditional Use Permitting (CUP) in Ventura, San Bernardino, Sacramento, San Mateo and Kern Counties.
- Managed the preparation of project descriptions, technical studies/memorandums, both in-house and through subcontractors, in support of CUP applications and subsequent environmental document preparation.
- Helped clients navigate the planning process from project conception to approval. Interface with clients, legal counsel, and agency staff throughout the permitting/approval process. Developed and oversaw the implementation of mitigation measures and monitoring plans post-approval.

VISUAL IMPACT ASSESSMENT

- Prepared visual impact assessments for new and existing facilities, analyzing aesthetical impacts in accordance with CEQA and other applicable regulations.
- Oversaw preparation of detailed visual simulation for use in CEQA analyses and public outreach efforts. Completed visual analyses on federal projects using the Bureau of Land Management's (BLM's) Visual Resource Management (VRM) system.

AFFILIATIONS/ORGANIZATIONS

- Ventura Chamber Young Professionals Group
 - Committee Member/Group Lead (2013-2018)
 - Secretary (2015-2016)
- California Construction and Industrial Materials Association (CalCIMA)
 - Emerging Leader (2018- Present)
- American Planning Association (APA)

EDUCATION

UNIVERSITY OF CALIFORNIA, RIVERSIDE

Master of Science, Soil and Water Sciences

Riverside, CA

2002

UNIVERSITY OF ROCHESTER

Bachelor of Science, Environmental Science

Rochester, NY

1999

WORK HISTORY

SESPE CONSULTING, INC.

Project Manager I

Ventura, CA

2018 – Present

KLEINFELDER, INC.

Staff Professional II

Denver, CO

2012 – 2018

AURORA WATER

Stormwater Inspector

Aurora, CO

2010-2012

GOODSON ENVIRONMENTAL

Water Quality Program Coordinator

Santa Cruz, CA

2005-2010

Work history includes:

- Phase I Environmental Site Assessments for oil and gas production facilities, gas stations, automobile dealerships, automobile maintenance facilities, and self-storage facilities.
- Environmental and Regulatory Due Diligence Audits (ERDDA) for oil and gas production facilities.
- Regulatory compliance for agriculture, transportation, oil and gas, and commercial development.
- Environmental incident response planning
- Contaminated soil sampling.
- Spill Prevention, Control, and Countermeasures Planning (SPCC).
- Groundwater quality monitoring program management and data management.
- Financial Assurance Cost Estimates (FACEs) for quarry reclamation.
- Environmental consultant, regulator, watershed outreach coordinator, academic researcher, and author.
- Experienced with a wide variety of industries, including agriculture, oil and gas exploration/production, automobile dealerships, gasoline stations, aggregate mining/processing, real estate development, fiberboard recycling, ready mixed concrete, and food processing.

EXPERIENCE

HAZARDOUS MATERIALS

- Due diligence auditor, including over 130 upstream oil and gas facilities for environmental and regulatory due diligence audits (ERDDA); air permitting compliance; and Spill Prevention, Control and Countermeasures (SPCC) rule compliance.
- Environmental and geotechnical soil logging and sampling, including logging, classifying, and sampling soils using drill rig mounted samplers (split spoon, California modified, and acetate-lined direct-push samplers) for both geotechnical and environmental investigations.
- Author of Spill Prevention, Control, and Countermeasures Plans (SPCC) for quarries, upstream oil and gas production facilities and drill rigs. Routinely performed in-field measurements of secondary containment berm capacities and process flow diagram sketches. Reviewed secondary containment calculations and the resulting facility diagrams with the stamping professional engineer (PE) to ensure compliance with 40 CFR 112.7 and 112.8. Authored site facility diagrams compliant with 43 CFR 3173.11 for BLM-regulated production facilities.
- Oversaw the delineation, excavation, waste profiling/manifesting, and transportation of oil-impacted soil from a former crude oil tank battery; collected composite soil samples from former oil well drill cuttings pits and produced water pits to confirm hydrocarbon concentrations to meet regulatory requirements. These efforts resulted in cost-effective, legal closures of these sites.
- Hazardous Material Business Plan preparation and submission via the California Environmental Reporting System (CERS).
- SARA Tier II reporting for oil and gas production facilities.
- Prepared Facility Response Plans for large oil blending and packaging facilities.
- Risk Management Plan (RMP) development, including hazard reviews and Process Hazard Analysis (PHA) studies to determine potential failure modes for ammonia-filled chilling systems.
- Facility design support, including evaluating California Fire Code (CFC) and California Building Code (CBC) requirements and interfacing with companies, architects, and permitting agencies to obtain design approval.

WATER QUALITY

- Task manager for baseline groundwater quality monitoring in association with oil and gas well drilling, hydraulic fracturing, and produced water disposal operations including:
 - Coordinating water sampling event logistics; safety; and conducting quarterly field staff sampling events.
 - Processing all resulting laboratory data, including data quality review and regulatory reporting requirements to the Wyoming Oil and Gas Conservation Commission (WOGCC).
 - Facilitating a successful migration of results from over 4,000 laboratory sample analyses completed by two laboratories into one EQulS facility, an industry-standard environmental database system.
- Waste Discharge Requirement (WDR) and Monitoring & Reporting Plan (MRP) reporting and compliance management per California Water Boards requirements.

- Industrial sewer discharge support, including preparation of baseline monitoring reports and self-monitoring reporting packages, obtaining local sewer permits, and Notice of Violation (NOV) resolution.
- Preparation and implementation of Storm Water Pollution Prevention Plans (SWPPPs) for concrete batch plants, quarries, and oil and gas production facilities, including monitoring, annual reporting, and conducting employee training.
- National Pollutant Discharge Elimination System (NPDES) and Waste Discharge Requirements (WDR), including permitting, monitoring, and reporting.

WORKER SAFETY

- Safety Program Manager for a publicly owned treatment works (POTW) located in Southern California with 22 people on-staff. Responsible for identifying safety trainings required for each person annually, tracking each person's safety trainings completed in a database (TargetSolutions), identifying areas for potential Program improvements, writing job hazard analysis (JHAs), and updating documents covering the Injury and Illness Prevention Program (IIPP), Emergency Action Plan (EAP), and Disaster Operations Plan (DOP).
- Author of Incident Response Plans (IRPs) to guide clients' responses to incidents involving personnel safety, environmental compliance, and site security. Customized IRPs based on specific state regulations (CO, OK, WY, KS, NM, and TX), OSHA, and EPA.
- Developed a variety of plans and programs to meet regulatory requirements, including Injury and Illness Prevention Plans (IIPPs), Lockout / Tagout Programs, Hearing Conservation Plans, Respiratory Protection Programs, Confined Space Programs, and general safety procedures.
- Created Emergency Response and Contingency Plans, including materials and equipment review used to determine potential failures (e.g., fire, leak, and sabotage) and development of emergency response procedures to minimize potential impacts.
- Implemented the Loss Prevention System™, a management system designed to prevent or reduce losses using behavior-based tools and proven management techniques. He conducted Job Loss Analysis, Loss Prevention Observations, Near Loss Investigations, and Loss Investigations. These involved identification of root causes related to personal, organizational, and external factors; championing safe practices chosen by coworkers; coaching coworkers on questionable items; and implementing solutions as needed.

RECLAMATION

- Author, co-author, and/or reviewer of over fifty Financial Assurance Cost Estimates (FACEs) for aggregate and hard rock quarries in California per the requirements of California's Surface Mining and Reclamation Act (SMARA). Developed vertical lookup functions in MS Excel for locating the ever-changing unit costs required for FACEs. Successfully responded to several requests from the Department of Mining and Reclamation (DMR) to update FACEs and successfully justified our methods as needed. Project manager interfacing with clients and regulators as needed.
- Wrote Interim Management Plans (IMPs) for idle mining operations in compliance with State of California Department of Conservation requirements.

REGISTRATIONS AND CERTIFICATIONS

CPR and First Aid

OSHA 40-Hour HAZWOPER

Oil and Gas Basic Safety Awareness, PEC100273980

Hydrogen Sulfide Safety

Colorado Stormwater Specialist and Erosion Control Supervisor

CDOT Erosion Control Supervisor

PUBLICATIONS

Geraci JB, Amrhein C, Goodson CC (2008). Settlement Rate and Nutrient Composition of Barnacles Colonizing Artificial Substrate in the Salton Sea. *Hydrobiologia*.

Goodson CC, Schwartz G, Amrhein C (2006). Controlling Tailwater Sediment and Phosphorus Concentrations with Polyacrylamide in the Imperial Valley, California. *Journal of Environmental Quality*. 35: 1072-1077.

Mason LB, Amrhein C, Goodson CC, Matsumoto MR, Anderson MA (2005). Reducing Sediment and Phosphorus in Agricultural Drainage Water with Alum and Polyacrylamide. *Journal of Environmental Quality*. 34: 1998-2004.

Goodson CC, Parker DR, Amrhein C, Zhang Y (2003). Soil Selenium Uptake and Root System Development Differing in Se-accumulating Capability. *New Phytologist*. 159: 991-40.

Fenn et al. (2002). Heavy Metals in Forest Soils, Vegetation and Drainage Waters in the Basin of Mexico. In Fenn ME, de Bauer LI, Hernandez Tejeda T (Eds.), *Urban Air Pollution and Forests: Resources at Risk in the Mexico City Air Basin* (pp. 194-221). New York, NY: Springer-Verlag.

AREAS OF SPECIALIZATION

- Occupational toxicology for potent pharmaceutical compounds and other toxic materials
- Quantitative and qualitative risk assessments for worker safety and product quality
- Quantitative Structure Activity Relationships (QSAR) – DEREK and Leadscape
- Genotoxicity risk assessments
- Toxicology study monitoring
- Globally Harmonized System (GHS) for Hazard Communication

EDUCATION

Ph.D., Molecular and Environmental Toxicology, University of Wisconsin - Madison
B.S., Biology, Portland State University

AFFILIATIONS

American Board of Toxicology
Society of Toxicology
Genetic Toxicology Association
Society for Chemical Hazard Communication
Occupational Toxicology Roundtable

CERTIFICATIONS

Diplomate – American Board of Toxicology
Registered Specialist – SDS & Label Authoring – AIHA Registry Programs/Society for Chemical Hazard Communication #214157

TECHNICAL EXPERTISE

Occupational Toxicology – set quantitative exposure limits for inhalation and dermal exposures; compound categorizations for safe handling practices; risk assessments for reproductive and developmental toxicology.

Pharmaceutical Product Quality – set acceptable daily exposures (ADEs) or permitted daily exposures (PDE) for potential cross contamination; risk assessments for mutagenic impurities, extractable and leachable studies, cleaning products, or other potential contaminants.

Hazard Communication – prepare documents for communicating risks to workers, including GHS-compliant data sheets

Study monitoring – for contracted GLP toxicology studies

SUMMARY OF EXPERIENCE

Occupational toxicologist at SafeBridge Consultants, Inc. providing support to clients involved in the manufacture and handling of novel chemical entities, potent pharmaceutical compounds and other toxic materials. This includes developing occupational exposure limits, acceptable daily exposures for product quality, hazard categorizations, and safety data sheets and related regulatory hazard communication and risk assessment documents. Areas of expertise include genotoxicity risk assessments, including quantitative structure activity relationships (QSAR) in DEREK and Leadscape for mutagenic impurities. Instructor for the Potent Compound Safety Boot Camp.

Prior experience included acting as a study director for GLP *in vitro* toxicology studies and developing and validating novel *in vitro* toxicology assays, and as an instructor for the IIVS Practical Methods for *In Vitro* Toxicology Workshop. Also provided toxicological expertise and support for regulatory submissions, litigation, product due diligence, and risk assessments. Classes of agents included pesticides, pharmaceuticals, consumer products, industrial chemicals, and cosmetics. Postdoctoral research experience focused on understanding the action of antimalarial drugs. Graduate research experience focused on understanding cellular responses to oxidative stress.

Genotoxicity – including risk assessments, study monitoring, quantitative structure activity relationships (DEREK and Leadscope).

PUBLICATIONS AND PRESENTATIONS

Dahl EL, Faria EC, Streeter AJ, and Sussman RG, “Recommendations for Setting Pediatric Acceptable Daily Exposures for Preventing Pharmaceutical Cross-Contamination” Poster Presentation at the Society of Toxicology Annual Meeting, San Antonio TX, 2018.

Marshall PJ, Mason-Home J, Farris JP, Dahl EL and Waern F, “Issues with the Safe Handling of Antibody Drug Conjugates (ADCs)”. *Pharmaceutical Engineering* 35 (3), 2015.

Dahl EL “Toxicology of ADC Components” Speaker at International Society for Pharmaceutical Engineering, Philadelphia PA, 2015.

Aardema MJ, Barnett BB, Mun GC, Dahl EL, Curren RD, Hewitt NJ, and Pfuhler S, Evaluation of chemicals requiring metabolic activation in the EpiDerm™ 3D human reconstructed skin micronucleus (RSMN) assay. *Mutation Research* (1-2):40-9, 2013.

Dahl EL “Global Health and Environmental Impacts of E-waste Recycling” Chaired Session at the American Association for the Advancement of Science Annual Meeting, Boston MA, 2013.

Dahl EL “Global Health and Environmental Impacts of E-waste Recycling” Chaired workshop at the Society of Toxicology Annual Meeting, San Francisco, CA, 2012.

Dahl EL, Curren RC, Barnett B, Khambatta Z, Reisinger K, Ouedraogo G, Faquet B, Ginestet AC, Mun GC, Hewitt NJ, Pfuhler S, Aardema MJ, “The reconstructed skin micronucleus assay (RSMN) in EpiDerm™: detailed protocol and harmonized scoring atlas,” *Mutation Research/Genetic Toxicology and Environmental Mutagenesis* 720(1-2):42-52, 2011.

Dahl EL “Toxicological Challenges in Green Product Development” Chaired workshop at the Society of Toxicology Annual Meeting, Salt Lake City, UT, 2010.

Aardema MJ, Barnett B, Khambatta Z, Reisinger K, Ouedraogo G, Faquet B, Ginestet AC, Mun G, Dahl EL, Hewitt NJ, Corvi R, Curren R, “International Validation of the EpiDerm 3D Human Reconstructed Skin Micronucleus (RSMN) Assay: Transferability and Reproducibility,” *Mutation Research/Genetic Toxicology and Environmental Mutagenesis* 701(2):123-31, 2010.

Mun GC, Aardema MJ, Hu T, Barnett B, Kaluzhny Y, Klausner M, Karetsky V, Dahl EL, Curren RD, “Further Development of the EpiDerm™ 3D Reconstructed Human Skin Micronucleus (RSMN) Assay,” *Mutation Research/Genetic Toxicology and Environmental Mutagenesis* 673, 92-99, 2009.

Dahl EL and Rosenthal PJ, “Apicoplast translation, transcription and genome replication: targets for antimalarial antibiotics,” *Trends in Parasitology* 24(6):279-84, 2008.

Dahl EL and Rosenthal PJ, “Multiple Antibiotics Exert Delayed Effects against the *Plasmodium falciparum* Apicoplast,” *Antimicrobial Agents and Chemotherapy* 51: 3485-90, 2007.

EMPLOYMENT HISTORY

2012 – Present SafeBridge Consultants, Inc. - Senior Toxicologist
2011 – 2012 Exponent – Senior Scientist
2007 – 2011 Institute for In Vitro Sciences, Inc. – Toxicologist II
2002 – 2007 University of California – San Francisco – Postdoctoral Scholar
1997 – 2002 University of Wisconsin – Madison – Graduate Research Assistant
1997 - 1997 Oregon Health Sciences University – Research Assistant
1995 – 1996 Oregon State University – Research Assistant

AREAS OF SPECIALIZATION

- ▶ AERMOD Dispersion Modeling
- ▶ Nuisance Odor Monitoring and Management Plans
- ▶ Odor Complaint Response Plans
- ▶ Odor Monitoring and Modeling
- ▶ Operating Permitting and Exemptions
- ▶ State & Federal Air Quality Regulatory Applicability
- ▶ State & Federal Construction Permitting and Exemptions

EDUCATION

B.S., Meteorology, Minor Mathematics, Iowa State University

AFFILIATIONS

- ▶ American Meteorological Society
- ▶ Air & Waste Management Association – Odor Committee
- ▶ Air & Waste Management Association – Upper Midwest Section
- ▶ Minnesota Chamber of Commerce – Environmental and Natural Resources Policy Committee
- ▶ Minnesota Chamber of Commerce – Air Quality Subcommittee

CERTIFICATIONS

Certified Manager, No. 11973

TECHNICAL EXPERTISE

AERMOD Dispersion Modeling – Over 13 years of experience performing air dispersion modeling analyses for state/federal permitting and compliance initiatives for several industries including ethanol, petroleum, lime, chemical processing, hot mix asphalt, steel, roofing products, and electric utilities. Conducted site visits to collect modeling information, including information to support fugitive source parameter characterization. Presented graphical webinars to depict model layout and model results for plant personnel to review. Managed air dispersion modeling projects for PSD permitting, state mandated modeling, and 1-hour SO₂ State Implementation Plan (SIP) development. Experienced in negotiating modeling protocols with state agency modelers in Iowa, Michigan, Minnesota, North Dakota, and Wisconsin.

SUMMARY OF EXPERIENCE

Ms. Wanger is a Managing Consultant in Trinity's Minneapolis office. She assists clients in air and odor projects. Her air-related project work involves dispersion modeling analyses, permit applicability reviews, emissions quantification, and preparing permit applications. She is also recognized as an odor expert and odor services lead within Trinity.

She was initially hired due to her undergraduate research project with the Iowa DNR Air Quality Bureau. In her research, she investigated substitution methods for upper air meteorological data and evaluated the impacts of substituted data on AERMOD performance. She began her career with Trinity as an air dispersion modeling expert, experienced with U.S. EPA's preferred model AERMOD as well as SCREEN3 and the fogging module of CALPUFF. She has experience conducting air, odor, and fogging/icing modeling.

She has experience completing state and federal air permit applicability reviews for various industries. She has worked with chemical processing and manufacturing, concrete, electric power generation and utilities, electronics and appliance recycling, fiberglass products, hot mix asphalt, lime, medical device manufacturing, refined petroleum pipelines, and storage terminals.

Her odor project experience includes odor sampling, monitoring, modeling, and complaint response work. She is experienced utilizing the Nasal Ranger field olfactometer along with the FIDOL principles for gathering field observations. She has worked with private industry, government, tribal government, and attorneys, thereby approaching odor projects with a varied perspective. She teaches Trinity's odor courses and has presented at international conferences on odor topics as well as provided expert testimony.

Odor Monitoring and Management – Designed and implemented odor monitoring programs to collect ambient air odor information in support of odor resolution projects. These projects include baseline studies, investigative analyses, and complaint response. Familiar with European field study methods described in EN16841. Developed best practice protocols for field odor assessors and experienced in administering odor sensitivity testing. Utilized the FIDOL principles and the Nasal Ranger field olfactometer for observing odor monitoring information. For a specific project, developed complaint response plan, including creation of odor complaint website and telephone hotline, to collect and respond to citizen odor complaints from surrounding communities for a two year period.

Odor Sampling and Modeling – Authored and reviewed odor sampling test protocols and building envelope study plans. Collected odor air samples from point and area source locations into Tedlar bags using a vacuum chamber and field dilution probe, as well as summa canisters. Experienced in characterizing analytical laboratory results to literature detection threshold values and integrating detection and recognition threshold odor panel results, incorporating both into air dispersion modeling analyses via AERMOD to consider odor impacts from a facility. Evaluated multiple operating scenarios and incorporated stack height iterations/refinements into modeling analyses to mitigate predicted odor impacts.

Expert Testimony & Litigation Support – Provided expert testimony focused on odor analysis, which was part of a class action lawsuit. Prepared an expert report as well as a supplemental report after deposition.

Researched international odor policies, practices, and regulations through a review of technical papers and interviews with international odor experts. Findings incorporated into technical arguments for litigation support.

Provided litigation support serving as a technical expert reviewing a third-party odor assessment for a concentrated animal feeding operation (CAFO) for swine. Prepared memorandum which critiqued odor emission rates and meteorological data utilized in odor modeling assessment.

Peer reviewer for expert reports related to odor detection and the appropriateness of an air permit for a surface lignite mine.

Prevention of Significant Deterioration Permitting – Participated as a lead consultant in three Prevention of Significant Deterioration (PSD) permitting projects and managed three PSD permitting projects in Wisconsin and Michigan in the power, lime, and chemical processing industries. In support of PSD applications, conducted complex regulatory air dispersion modeling in comparison to the Significant Impact Levels (SILs), National Ambient Air Quality Standards (NAAQS), Class II PSD Increment, and state toxics (Wisconsin's NR445, Michigan's Rule 225). Authored and reviewed permit application components including emissions quantification, state and federal regulatory applicability reviews, Best Available Control Technology (BACT), air dispersion modeling, additional impacts, and state application forms.

State Construction and Operating Permits – Assessed the applicability of state and federal construction and operating permits for existing sites without a permit as well as proposed sites. Completed applicability determinations for state permitting exemptions for proposed projects in various industries. Authored a variety of state construction and operating permit applications (registration, general, individual state permits, permit amendments) for Michigan, Minnesota, and Wisconsin sources. Evaluated whether operating procedures and plans conform to new and revised permit conditions. Incorporated regulatory changes and proposed conditions in Title V renewal submittals.

Multimedia Modeling – Completed multimedia modeling analyses via AERMOD including fugitive dust optimization from coal piles and material transfer equipment. Evaluated mitigation measures using modeling. As part of a facility-driven safety directive, conducted fogging/icing modeling for three facilities in cold climates (Wisconsin; Alberta, Canada; British Columbia, Canada) via fogging module of CALPUFF. Assessed potential fogging and icing impacts from process stacks located at nearby roadways, including an assessment of a proposed elevated roadway near a facility property.

Annual Emissions and TRI Reporting – Participated in site visits to develop source emissions inventories incorporating existing plans and permit conditions. Gathered information for the quantification of fugitive emissions from material handling. Quantified emissions inventories for power, chemical processing, lime, sandblasting, aggregates, electronics and appliance recycling, and general manufacturing industries. Developed and optimized emissions inventory spreadsheets for state reporting in Michigan, Minnesota, and Wisconsin. Extensive experience with Wisconsin's Air Reporting System Internet Reporting Software. Prepared Toxics Release Inventory (TRI) submittals for chemical processing and sandblasting facilities using EPA TRI-ME software. Assisted in increasing the accuracy of emissions estimates through use of Water9 and various LDAR programs for emissions inventory and TRI reporting for a chemical manufacturing facility.

SELECT PUBLICATIONS AND PRESENTATIONS

Wanger, A., "Managing Environmental Nuisances: Odor & Noise," Presented by Angie Wanger at the Air & Waste Management/Solid Waste Association of North America Arrowhead Environmental Conference, Duluth, Minnesota, August 19, 2019.

Scullion, C., Wanger, A., "The Frailty of Odour Units as a Compliance Measure," Published conference paper. Presented by Angie Wanger at Air & Waste Management Association-Annual Conference and Exhibition, Québec City, Québec, June 28, 2019.

Scullion, C., Wanger, A., "10-Years Later: British Columbia's EAB Decision and the Frailty of Odour Units as a Compliance Measure," Presented by Chris Scullion and Angie Wanger at Canadian Odour Conference, Calgary, Alberta, December 4, 2018.

Wanger, A., "Managing Environmental Nuisances: Odor & Noise," Presented by Angie Wanger at the Air & Waste Management, Upper Midwest Section/Central States Water Environment Association Conference on the Environment, Minneapolis, Minnesota, November 8, 2017.

Scullion, C., Wanger, A., "Nuisance Pollutants and the Megaphone of Social Media: New Challenges for Industry," *Environmental Quarterly*, Spring 2017, Issue No. 30.

Scullion, C., Wanger, A., "Quantifying Nuisance Odor: Only the Nose Knows," Presented by Chris Scullion and Angie Wanger via online webinar, June 15, 2016.

Dubbs, K., Wanger, A., "New Downwash Calculations Change the Playing Field," *Environmental Quarterly*, Fall 2011, Issue No. 11.

Wanger, A., "Effect of Technical Policy Changes: Multivariable Case Study," Presented at Air & Waste Management, Upper Midwest Section Dispersion Modeling Workshop: NAAQS Adaptation Strategies, Oakdale, Minnesota, September 14, 2011.

Raasch, C., Wanger, A. (Uncredited), "The Latest Developments Regarding NSR Aggregation," *Environmental Quarterly*, Spring 2009, Issue No. 1.

Raasch, C., Schroeder, A., Wanger A., "Blowing the Lid Off Dispersion Modeling: Top 10 Questions You Should Be Asking Your Dispersion Modeler Now," Presented by Clay Raasch at Federation of Environmental Technologists Inc. (FET) Environment 2008 Annual Conference & Exhibition, Milwaukee, Wisconsin, March 2008.

Wanger (née Mowrer), A., "An Analysis of Methods of Substitution of Upper Air Data in the Application of the Gaussian Dispersion Model AERMOD," Presented at the Meteorology Undergraduate Senior Symposium, Ames, Iowa, December 4, 2006.

EMPLOYMENT HISTORY

2014 – Present	Trinity Consultants – Managing Consultant
2010 – 2014	Trinity Consultants – Senior Consultant
2007 – 2010	Trinity Consultants – Consultant

HONORS AND AWARDS

Graduated with Distinction, Iowa State University
Dean's List, College of Liberal Arts and Sciences, Iowa State University
Pi Mu Epsilon, National Mathematics Honor Society
Dean's List, College of Engineering, Iowa State University

ATTACHMENT 4

City of Vernon Environmental Compliance and Remediation Technical Consulting Services Request for Proposals

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

(Insert name of bidder)

March 2013

Services Agreement with Sespe Consulting, Inc.

EXHIBIT B

SCHEDULE

PERSONNEL SERVICE COSTS

Service Scale	Job Titles	Rate (\$/hr)
1	Clerical Assistant I	55.00
2	Clerical Assistant II	70.00
3	Technical Assistant I	85.00
4	Technical Assistant II	100.00
11	Technician/Drafting	115.00
12	Consultant/Professional I	135.00
13	Consultant/Professional II	150.00
14	Consultant/ Professional III	170.00
15	Consultant IV/ PMI	185.00
16	Senior Consultant I /PM II	200.00
17	Senior Consultant II PM III	215.00
18	Senior Consultant III /Principal	225.00
19	Manager I	240.00
20	Manager II / VP	255.00
21	Senior Manager I / Pres	265.00
22	Senior Mgr II / Land Use Consultant	280.00
23	Litigation Support/Expert Witness	300.00

POLICY ON TRAVEL

Travel time for employees is billed at full rate.

REIMBURSED COSTS

All reimbursed costs such as travel, overnight delivery charges, and other services purchased from outside vendors, are billed at cost plus a 15 percent accounting fee.

COSTS OF ITEMS SUPPLIED BY TRINITY

Certain reimbursed cost items are supplied by Trinity Consultants as shown below.

INFORMATION MANAGEMENT

Information and knowledge management costs will not be charged to unless agreed upon separately.

EFFECTIVE DATE

All charges are based on the price schedule in effect when the charges are incurred. Price schedules are subject to revision semi-annually.

COST INFORMATION FOR AUDIT

Trinity maintains records of all charges for at least one year. A research fee will apply when a client desires documentation of charges.

TERMS AND INVOICING

Payments are due thirty (30) days after invoice date. Invoices are issued a few days after the end of each month. Trinity Consultants shall have the right to suspend its work performance when, in its sole opinion, any uncollected accounts receivable have aged to a point it considers severely delinquent. Overdue invoices are subject to interest at the rate of 18 percent per annum.

Office Address:

374 Poli Street, Ste. 200
Ventura, CA 93001
P 805.275.1515
F 805.667.8104



trinityconsultants.com
North America | Europe | Asia | Australia

Remittance Address:

P.O. Box 972047
Dallas, TX 75397-2047
P 972.661.8100
F 972.385.9203

EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

City Council Agenda Item Report

Submitted by: Brittany Rodriguez
Submitting Department: City Administration
Meeting Date: December 6, 2022

SUBJECT

Verizon Communications Service Connection Type Change

Recommendation:

Approve and authorize the City Administrator to execute Verizon's Scope of Work for the transition to its 10 Mbps service for an amount not-to-exceed \$26,501.40 for a three-year period.

Background:

The City currently utilizes Verizon's Multiprotocol Label Switching (MPLS) service for various communication needs, including for the Vernon Police Department dispatch. The City's current service with Verizon is available through a 1.5 Mbps circuit, however, Verizon has informed the City's Information Technology (IT) Division that the 1.5 Mbps circuit will no longer be available as of January 2023. To prevent a disruption in service, the City's connection will need to migrate to Verizon's 10 Mbps service. Accordingly, the IT Division requests approval to migrate the current communication circuit of 1.5 Mbps to Verizon's 10 Mbps Ethernet line. The transition will provide the Vernon Police Department (VPD) the continued ability to connect their VPD vehicle modems to the VPD internal network. This connectivity is essential, as it allows officers to receive critical information regarding emergency calls and enables their communication with dispatch.

In order for Verizon to process the required transition of the communication circuit to 10 Mbps service, Verizon requires that the City sign an associated Individual Case Basis (ICB) MLPS Scope of Work (Attachment 1). This will allow the City to pay competitive rates available under the State of California's CALNET 3 contract with Verizon. CALNET 3 is a competitively bid contract that provides a comprehensive array of telecommunications and network services to public entities throughout the State. In accordance with Section 3.32.110(A)(5)(B) of the Vernon Municipal Code (VMC), the proposed scope of work is exempt from competitive bidding and selection, as services would be purchased from Verizon at the same prices, term and conditions as in previous award from another public agency by competitive bid, namely the State's CALNET 3 Contract. As noted in the pricing sheet (Attachment 2), monthly fees for the new Mbps service will be \$736.15 and will total \$26,501.40 for a three-year period.

Pursuant to VMC Section 3.32.030(B), City Council approval is required if, in the 12 months preceding the effective date of a proposed new, renewed or otherwise amended contract, the City has paid or awarded the proposed vendor more than \$100,000 pursuant to contract(s) with the vendor. In the past twelve months, payments to Verizon have exceeded the aforementioned threshold and, therefore, staff is requesting City Council approval of the new scope of work.

The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

Sufficient funds for the 10 Mbps Service are available in the General Fund, Information Technology Department Account No. 011.9019.560000 in Fiscal Year 2022-23 and will be budgeted in subsequent Fiscal Years.

Attachments:

1. [Verizon's 10 Mbps Scope of Work](#)
2. [MPLS Transport Service Pricing Sheet](#)



Verizon Business Group
295 Parkshore Drive
Folsom, CA 95630

Phone 916-779-5686
Fax 916-779-1350

June 13, 2022

Mr. Ernesto Smith
IT Manager
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058

Dear Mr. Smith:

Subject: CALNET 3, IFB STPD 12-001-A, Request for Individual Case Basis (ICB) for
City of Vernon for Approval

In accordance with IFB STPD 12-001-A, Statement of Work, Appendix C, Section P and Business Requirements, Managed Project Work, Section A.6.2., Verizon requests ICB approval for City of Vernon. The ICB approval request is for 1.2.2.8.7 MPLS Port, Access and Router Bundled Ethernet Off-Net Transport Speeds section.

Scope of Work:

The City of Vernon is requesting to purchase services using the ICB approval process for services to be provided on CALNET 3, 1.2.2.8.7, MPLS Port, Access and Router Bundled Ethernet Off-Net Transport Speeds, MPLS port, access and router Ethernet off-net Transport service at minimum line rate of 10 Mbps, MOFT0010, of the CALNET 3, IFB STPD 12-001-A contract. Verizon will deliver 10 Mbps PIP Bundle. Verizon will install services to the point of demarcation.

The price and cost element details are indicated in the cost and description section. The referenced product identifier, MOFT0010, indicated in the cost and description section is presently in IFB STPD 12-001-A, SOW Catalog B, as an orderable item, requiring an ICB. This type of service is provided to customers requiring MPLS Port, Access and Router Bundled Off-Net Transport Speeds at different rates.

The project will start after receipt of this fully executed ICB.

Cost and Description:

Below are the cost and description of 10 Mbps Transport service being used in this document.

Under CALNET 3, IFB 12-001-A, Verizon's private MPLS Bundled service provides an alternative to traditional voice, video, and data services. The monthly recurring charge (MRC) includes the router and management of router, access, MPLS port and full port logical path through the network.

The identification of the 10 Mbps service under the CALNET 3, IFB 12-001-A contract is as follows:

Requested ICB Services:

Product Name: 1.2.2.8.7 MPLS Port, Access and Router Bundled Ethernet Off-Net Transport Speeds

Feature Name: MPLS port, access and router Ethernet off-net Transport service at minimum line rate of 10 Mbps

Product ID: MOFT0010

Delegation Required: Yes

Required Service: Yes

Unit of Measure: Circuit

Offer Number from Statement of Work (If Applicable):

This bundled solution is for the location(s) identified below:

Location(s)	CALNET 3 Product ID	CALNET DNCS, Category 20 Product ID	NRC Price Per Circuit	MRC Price Per Circuit
4305 Santa Fe Avenue Vernon, CA 90058	MOFT0010	MTAL0010	\$0.00	\$580.25

Pricing does not include taxes and surcharges.

The bundled NRC price mentioned above includes:

- Access (Off-Net Type 4) – \$0.00
- 10 Mbps Port - \$0.00
- Full Management of router \$0.00
- Router equipment - \$0.00

Mr. Ernesto Smith
City of Vernon
June 13, 2022
Page 3 of 4

The bundled MRC price mentioned above includes:

- Access (Off-Net Type 4) – \$295.23
- 10 Mbps Port - \$155.90
- Full Management for router - \$71.49
- Router equipment and maintenance - \$57.63

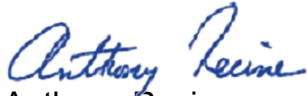
The Administrative Fee is included.

The project will be managed by Verizon's implementation management team.

Verizon is requesting approval of this ICB for the identified services.

If there are any questions, please let us know.

Sincerely,



Anthony Recine
Contract Management
Verizon
06/16/2022

Mr. Ernesto Smith
City of Vernon
June 13, 2022
Page 4 of 4

Concurrence:

MCI Communications Services, LLC
dba Verizon Business Services

By: Anthony Recine

Print Name: Anthony Recine

Title: SVP

Date Signed: 06/16/2022

Concurrence:

City of Vernon

By: _____

Print Name: _____

Title: _____

Date Signed: _____



CALNET 3 Private IP MPLS Transport Service

For Further Information Contact:

Michael L Wright Jr

404-938-7272

michael.wright3@verizon.com

<https://www.verizon.com/business/solutions/public-sector/state-local-government/contracts/california/ca-wireline-contract/>



November 2, 2022

City of Vernon

4305 SANTA FE AVE. VERNON, CA 90058

Private IP Solution:

Special Calnet 3 - ICB / IPRN pricing

	Qty	Unit Price	MRC	Unit Price	NRC	Feat. ID
1.2.2.8.7 MPLS Port, Access and Router Bundled Ethernet Off-Net Transport Speeds, Transport port, access and router bundled service at minimum line rate of 10 Mbps	1	\$580.25	\$580.25	\$350.00	\$350.00	MOFT0010
1.2.2.8.1 MPLS Port Transport, MPLS Transport Ethernet Port service at minimum line rate of 10 Mbps	1	\$155.90	\$155.90	\$0.00	\$0.00	PIET0010
1.2.2.8.1 MPLS Port Transport, MPLS Transport Port service at minimum line rate of 10 Mbps (Back up port)	1	\$0.00	\$ -	\$0.00	\$0.00	PIET0010
Total			\$736.15		\$350.00	

Total Price

MRC: \$736.15

NRC: Waived

MRC=Monthly Recurring Charge

NRC=Non Recurring Charge

Pricing is based upon Special CalnetNG Rates ICB / IPR for Private IP MPLS Transport service on Calnet 3. Service delivery and pricing is pending local access facilities availability. Pricing includes Calnet .025% Admin fee but does not include taxes and other surcharges.

City Council Agenda Item Report

Submitted by: Nicholas Perez
Submitting Department: Police Department
Meeting Date: December 6, 2022

SUBJECT

Purchase Order with D&R Office Works, Inc.

Recommendation:

Approve the issuance of a Purchase Order to D&R Office Works, Inc. for the purchase, delivery and installation of office furniture for the Vernon Police Department report writing room and Records Division, in an amount not-to-exceed \$78,238.75.

Background:

Vernon Police Department (VPD) staff has engaged D&R Office Works, Inc. (D&R) to explore furnishing existing offices in the VPD report writing room and Records Division, and the installation of ancillary cabinets and two (2) conference tables. The plan for the report writing room includes four (4) workspaces and storage cabinets; and the plan for the Records Division provides for eight (8) workspaces, including a break room, and cabinetry in the designated storage areas. Neither of the two office spaces have been refurnished in nearly 20 years. In May 2022, the VPD remodeled the Sergeant's office, Detective Bureau, and a shared conference room. The proposed plan will also augment the May remodel, as it includes additional storage cabinets for the Sergeant's office, a conference table for the Detective Bureau, and a conference table for the PD's shared conference room. D&R anticipates a 6-8 week window to deliver and install the new furniture.

As a registered participant of the OMNIA Partners, a cooperative purchasing organization, D&R is exempt from competitive bidding and competitive selection pursuant to Vernon Municipal Code (VMC) Section 3.32.110(A)(5) and (B)(1) which states, in part, that contracts for supplies, equipment or services can be purchased in cooperation with other public agencies or associations through a negotiated process when it is in the opinion of the Finance Director it is to the advantage of the City to do so. The Finance Director concurs it is advantageous for the City to move forward with the the proposed purchase from D&R.

Per VMC Section 3.32.110(B)(3), City Council approval is required if, in the twelve (12) months preceding the effective date of a proposed new, renewed, or otherwise amended contract, the City has paid or awarded the vendor more than \$100,000. Within the past twelve (12) months, the City has paid or awarded D&R a total of approximately \$136,713.89 in contracts.

Fiscal Impact:

The fiscal impact is estimated at \$78,238.75. Sufficient funds to cover the costs of the purchase, delivery and installation of the furniture are available in the General Fund, Police Department, Capital Equipment Account No. 011.1031.850000 in the amount of \$60,000 for the current fiscal year. The remaining funds in the amount of \$18,238.75 will be charged to the VPD's Federal Asset Forfeiture Fund, Capital Equipment Account No. 011.4031.850000.

Attachments:

1. [D&R Office, Inc. Proposal](#)



PROPOSAL

Date: 11/16/2022
Valid Until: 12/20/2022
Quote No.: 2043-R6
Sales Rep: KAREN BRAUN

9956 Baldwin Place, El Monte, CA 91731
626.454.4660 • DandROfficeWorks.com

BILL TO: City of Vernon
ACCTS PAY
4305 Santa Fe Ave
Vernon CA 90058

SHIP TO: CITY OF VERNON -PD-RECORDS-REPORT WRITE-SGT
LT NICK PEREZ
4305 SANTA FE AVE
VERNON CA 90058
323-583-8811 x116

Item	Qty.	Product	Unit	Extended
1	1	LEAD TIME - 6-8 WEEKS. PRICES SUBJECT TO CHANGE AFTER DEC 20,2022	\$0.00	\$0.00
Sub Total:				\$0.00
CONF RM				
Item	Qty.	Product	Unit	Extended
2	2	HON HSISLAUTNPNB3618S1 Islds Top 18Dx36W Span 1 FLORENCE WALNUT	\$165.00	\$330.00
3	2	HON HF23C Lock Core Replacement Kit Brushed Chrome	\$33.43	\$66.86
4	2	HON HFSC183640A Flagship Stg Cab 39 1/8Hx36Wx18D A Pulls-2 Adj Shlf	\$750.00	\$1,500.00
5	2	HGROM1BLANK BLANK G1 CUTOUT INSERT	\$79.03	\$158.06
6	2	HTG1PWR-3P-1B MHOB G1 POPUP PORT-3 AC PWR-1 BLANK-10 CORD	\$205.38	\$410.76
7	1	HTTLEG120 HTTLEG120	\$460.26	\$460.26
8	1	HON HTLB54120 Preside 120W x 54D Boat Shaped Laminate Top	\$711.24	\$711.24
Sub Total:				\$3,637.18
COPY ROOM				

Item	Qty.	Product	Unit	Extended
9	2	MVD MCCFOHD30 Wall Mount Cabinet Two Hinged Doors, with Fascia 14 3/4x30x18 1/2	\$522.48	\$1,044.96
10	2	MVD MCCFOHD36 Wall Mount Cabinet Two Hinged Doors, with Fascia 14 3/4x36x18 1/2	\$534.67	\$1,069.34
11	1	MVD MCHDBC2460 Buffett Credenza w/ 4 Box Drawers, 4 Full Hinged Doors, 24x60x36H - Standard Modesty Panel	\$1,530.48	\$1,530.48
12	1	MVD MCHDBC2472 Buffett Credenza w/ 4 Box Drawers, 4 Full Hinged Doors, 24x72x36H - Standard Modesty Panel	\$1,550.23	\$1,550.23
			Sub Total:	\$5,195.01
DET BUREAU				
Item	Qty.	Product	Unit	Extended
13	1	HTG1PWR-3P-1B MHOB G1 POPUP PORT-3 AC PWR-1 BLANK-10 CORD	\$205.38	\$205.38
14	1	HON HT29FB4896 Preside 29.5H Footed Base for 42 and 48x96 Top	\$531.52	\$531.52
15	1	HON HTLB4896 Preside 96W x 48D Boat Shaped Laminate Top	\$459.39	\$459.39
			Sub Total:	\$1,196.29
KITCHEN				
Item	Qty.	Product	Unit	Extended
16	2	MVD MCCFOHD30 Wall Mount Cabinet Two Hinged Doors, with Fascia 14 3/4x30x18 1/2	\$522.48	\$1,044.96
17	1	MVD MCHDBC2060 Buffett Credenza w/ 4 Box Drawers, 4 Full Hinged Doors, 20x60x36H - Standard Modesty Panel	\$1,476.31	\$1,476.31
18	2	925 1060-GT-CF-US Kelley - Stacking Chair, Armless, Upholstered Seat	\$109.44	\$218.88
			Sub Total:	\$2,740.15
RECORDS				
Item	Qty.	Product	Unit	Extended
19	1	HECSL	\$6.18	\$6.18

L CONNECTOR STRAP				
20	2	HECST T CONNECTOR STRAP	\$8.66	\$17.32
21	2	HECSX X CONNECTOR STRAP	\$10.21	\$20.42
22	2	HH870960 TASKLIGHT 60W	\$102.97	\$205.94
23	18	HH871236A ELECTRICAL POWER HARNESS 36W 3-3-2 SYSTEM	\$78.24	\$1,408.32
24	2	HH871912A CEILING IN-FEED CABLE 144IN LONG	\$90.91	\$181.82
25	4	HF23C LOCK CORE REPLACEMENT KIT BRUSHED CHROME	\$18.55	\$74.20
26	20	HF23C LOCK CORE REPLACEMENT KIT BRUSHED CHROME	\$18.55	\$371.00
27	8	HH871501A DUPLEX RECEPTACLE CIRCUIT 1 3-3-2 SYSTEM	\$16.70	\$133.60
28	12	HH871502A DUPLEX RECEPTACLE CIRCUIT 2 3-3-2 SYSTEM	\$16.70	\$200.40
29	2	HHN831118 FLAT BRACKET 18D	\$24.43	\$48.86
30	1	HLSLZ5SC54 42W EXTERNAL STIFFENER	\$57.46	\$57.46
31	12	HSCKTPS STRAIGHT CONNECTOR KIT	\$8.04	\$96.48
32	2	HTWTH ACC HRZTL WALL TRACK FOR OH STORAGE-60W	\$33.09	\$66.18

33	8	ESI	EDGE2	\$456.53	\$3,652.24
		Edge Series Dual Monitor Arm w/ desk clamp & grommet mount (weight capacity 6.5 - 17.6 lbs per arm)			
34	1		H386566N	\$608.61	\$608.61
		STACK-ON FULL CLEARANCE 13 1/2DX66WX34 3/4X25H			
35	1		H386572N	\$640.93	\$640.93
		STACK-ON FULL CLEARANCE 13 1/2DX72WX34 3/4X25H			
36	1		HCTL181L	\$13.92	\$13.92
		LEFT-HAND CANTILEVER 18 IN D			
37	2		HCTL181R	\$13.92	\$27.84
		RIGHT-HAND CANTILEVER 18 IN D			
38	6		HCTL242	\$32.47	\$194.82
		24D CANTILEVER ONE PAIR			
39	2		HEC42PTN	\$41.13	\$82.26
		42.5H T CONNECTOR POST			
40	2		HEC42PXN	\$38.96	\$77.92
		42.5H X CONNECTOR POST			
41	1		HEC65PLN	\$55.66	\$55.66
		65H L CONNECTOR POST			
42	2		HECPP	\$105.13	\$210.26
		POWER POLE W/O RECEPTACLES 6FT 6H 2IN X 2IN			
43	8		HEFEC42P	\$21.03	\$168.24
		PANEL FINISHED END COVERS 42.5H			
44	1		HEFEC65P	\$25.36	\$25.36
		PANEL FINISHED END COVERS 65H			
45	1		HETC20	\$14.84	\$14.84
		PANEL TOP CAP 20W			
46	23		HETC36	\$22.88	\$526.24

PANEL TOP CAP 36W				
47	1	HEWS65P WALL STARTER KIT FOR PANELS 65H	\$41.13	\$41.13
48	2	HLSL4028LM 40W X 28H FULL LENGTH LAMINATE MODESTY PANEL	\$183.58	\$367.16
49	6	HNPMBSW36 36W PAPER MANAGEMENT TOOL RAIL	\$82.57	\$495.42
50	4	HOLEG12 12 IN D OPEN LEG	\$56.28	\$225.12
51	2	HOLEG24 29 1/2HX24D OPEN LEG	\$78.54	\$157.08
52	6	HPPMPS PAPER SHELF	\$41.43	\$248.58
53	6	HPPMST SORTER TRAY	\$56.28	\$337.68
54	1	HRVCLG24 ABOUND 29H X 24D ABOUND UNIVERSAL SUPPORT LEG	\$75.45	\$75.45
55	6	H15923A FLAGSHIP B/F MOBILE PED 22H X15W X 22-7/8D/A PULL	\$222.33	\$1,333.98
56	6	H19823A FLAGSHIP SERIES PEDESTAL A PULL FREESTANDING F/F	\$282.32	\$1,693.92
57	1	H386615 38000 2 WITH 33W X 15H FLIPPER DOORS W/ LOCK	\$369.47	\$369.47
58	1	H387215 38000 2 WITH 36W X 15H FLIPPER DOORS W/ LOCK	\$378.20	\$378.20
59	2	H9183A FLAGSHIP 36W 3-DRW A PULL LATERAL 36W 39-1/8H 18D	\$784.18	\$1,568.36

60	8	H9193A	\$908.80	\$7,270.40
		FLAGSHIP 42W 3-DRW A PULL LATERAL 42W 39-1/8H 18D		
61	5	HFCG6	\$403.88	\$2,019.40
		FLOCK CASUAL GUEST		
62	1	HMBTLEG24	\$245.33	\$245.33
		HUDDLE FIXED HEIGHT T-LEG BAS FOR 24IN TOPS		
63	4	HON HWR2484P	\$288.27	\$1,153.08
		24"D x 84"W Rectangular WS - Edgeband		
64	1	HWR1872PN	\$175.63	\$175.63
		SYSTEMS RECTANGLE WORKSURFACE 18DX72W EDGEBAND NO GROM		
65	1	HWR2424PN	\$116.58	\$116.58
		SYSTEMS RECTANULAR WKSFC EDGEBAND 24D X 24W NO GROM		
66	1	HMT3048E	\$211.03	\$211.03
		HUDDLE 30X48 TABLE TOP W/T-MOLD		
67	1	HWR1872P	\$175.63	\$175.63
		SYSTEMS RECTANGLE WORKSURFACE 18D X 72W EDGEBAND		
68	7	HWR2436P	\$131.72	\$922.04
		SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 36W		
69	1	HWR2466P	\$194.80	\$194.80
		SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 66W		
70	4	HWV93AALP	\$253.55	\$1,014.20
		SYSTEMS 72X36X24X24LEFT CORNER COVE WKSFC EDGEBD		
71	3	HWV93AARP	\$253.55	\$760.65
		SYSTEMS 72X36X24X24RT CORNER COVE WKSFC EDGEBD		
72	1	HWV95ABLP	\$325.29	\$325.29
		SYSTEMS 72X48X24X30LEFT CORNER COVE WKSFC EDGEBD		
73	8	HON HHATM3S3LT	\$881.25	\$7,050.00

74	22	HETP4236FP TACKABLE PANEL W/O TC 42.5H X 36W	\$129.57	\$2,850.54
75	1	HETP6520FP TACKABLE PANEL W/O TC 65H X 20W	\$136.05	\$136.05
76	2	HETP6536FP TACKABLE PANEL W/O TC 65H X 36W	\$159.25	\$318.50
77	1	HT66ND 66 TACK BOARD FOR 66W HUTCH	\$344.33	\$344.33
78	1	HT72ND 72 TACK BOARD FOR 72W HUTCH	\$358.18	\$358.18
79	2	HSFCP283018BBFM CONTAIN 28HX30WX18D BOX/BOX/FILE PERSONAL FILE PLINTH METAL FRONTS	\$781.58	\$1,563.16
			Sub Total:	\$43,683.69

REPORT WRITING

Item	Qty.	Product	Unit	Extended
80	3	HF23C LOCK CORE REPLACEMENT KIT BRUSHED CHROME	\$18.55	\$55.65
81	3	HTWTH ACC HRZTL WALL TRACK FOR OH STORAGE-60W	\$33.09	\$99.27
82	4	ESI EDGE-WALL Edge Series Wall Mount Single Monitor Arm	\$242.67	\$970.68
83	2	HL2428O 24D X 28H O-LEG SUPPORT FOR WKSF (SINGLE LEG)	\$191.05	\$382.10
84	3	HL2428SL 24DX28H SHARED O-LEG SUP FOR WKSF (SINGLE LEG)	\$237.29	\$711.87
85	2	HON H9183A Flagship 36W 3-Drw "A" Pull Lateral 36W 39-1/8H 18D	\$558.43	\$1,116.86

86	1	HON	HFSC183640A		\$410.01	\$410.01
			Flagship Stg Cab 39 1/8Hx36Wx18D A Pulls-2 Adj Shlf			
87	2	HON	HLSL36TW		\$95.86	\$191.72
			WM Tackboard for 36W WM Overhead			
88	1	HON	HLSL72TW		\$147.80	\$147.80
			Tackboard for 72" W Wallmount Tackboard			
89	3	HON	HRVOH36FM		\$225.11	\$675.33
			Abound Overhead-Metal Flipper Door 36"			
90	4		HWR2436P		\$131.72	\$526.88
			SYSTEMS RECTANGULAR WORKSURFACE EDGEBOARD 24D X 36W			
					Sub Total:	\$5,288.17
SGT OFFICE						
Item	Qty.	Product			Unit	Extended
91	12		HF23C		\$18.55	\$222.60
			LOCK CORE REPLACEMENT KIT BRUSHED CHROME			
92	4	HON	HRVOH36FM		\$225.11	\$900.44
			Abound Overhead-Metal Flipper Door 36"			
93	4	HON	HRVOH72FM		\$372.29	\$1,489.16
			Abound Overhead-Metal Flipper Door 72"			
94	8		HTWTH		\$33.09	\$264.72
			ACC HRZTL WALL TRACK FOR OH STORAGE-60W			
95	1	HON	HETB6018		\$89.37	\$89.37
			Accelerate 60W x 18H Tackboard			
					Sub Total:	\$2,966.29

\$6,258.07 \$6,258.07

Delivery and Installation

\$7,273.90 \$7,273.90

Sales Tax

Total: \$78,238.75

Accepted By:

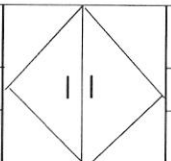
Date:

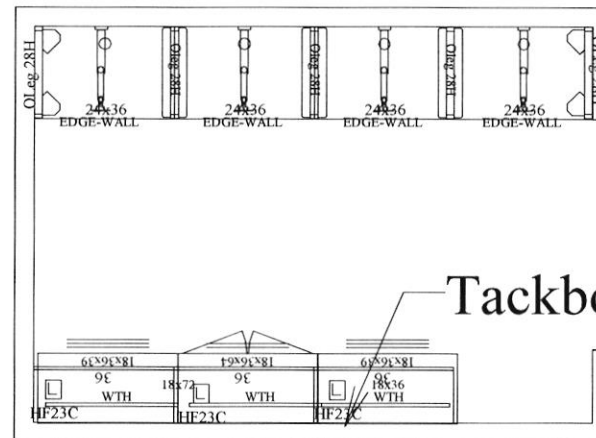
TERMS: 50% DEPOSIT-BALANCE C.O.D-UNLESS ACCOUNT HAS BEEN SET UP
DELIVERY DURING NORMAL BUSINESS HOURS UNLESS OTHERWISE NOTED
AREA TO BE CLEARED OF ALL EXISTING FURNITURE PRIOR TO DELIVERY
PRODUCT IS NOT SUBJECT TO RETURN OR CREDIT ONCE ORDER HAS BEEN PLACED

CITY OF VERNON PD-REPORT WRITING

OVERHEADS		
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TACKBOARD (3)PIECE		
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—		—
—		—

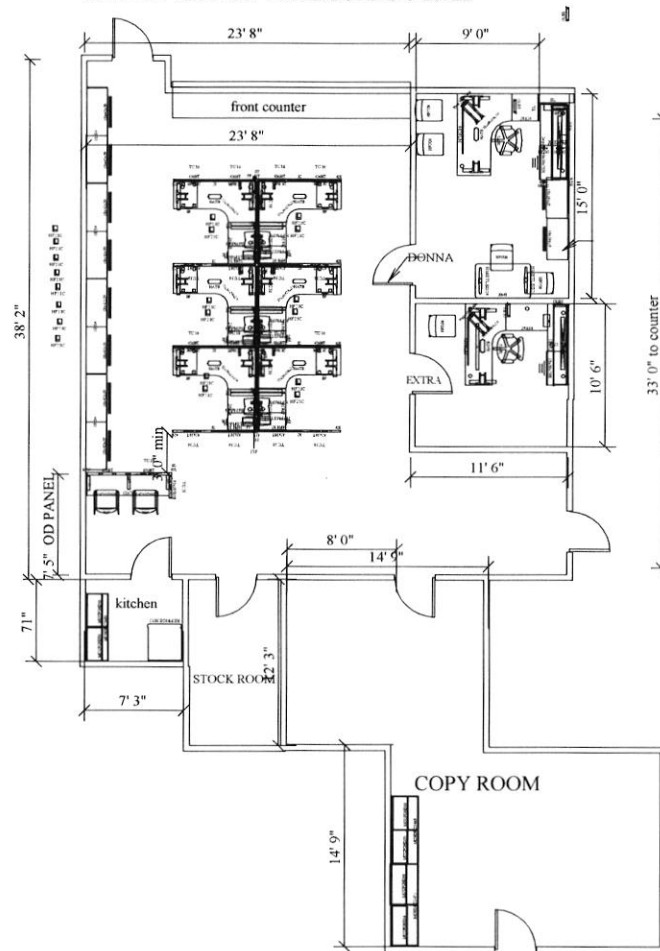


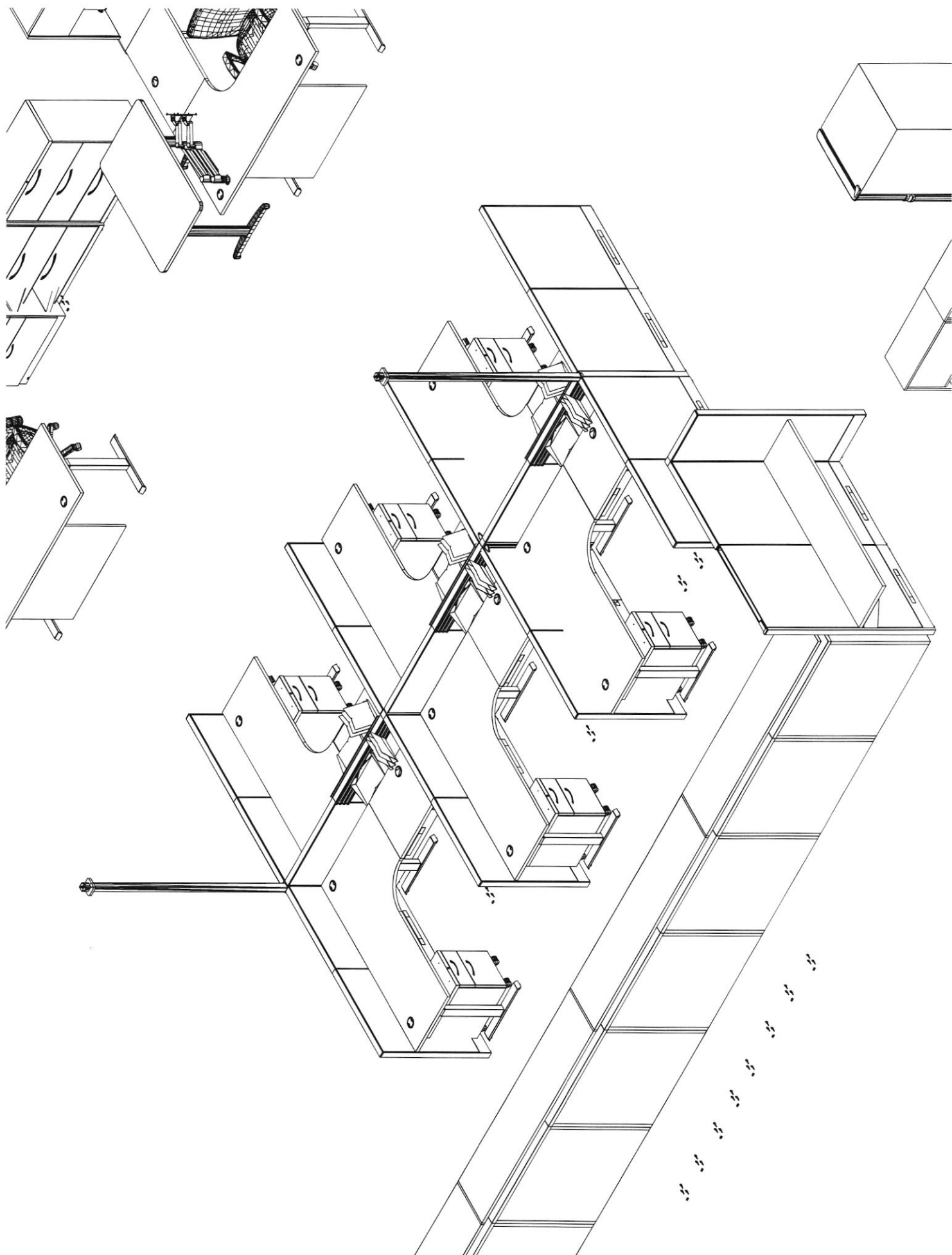
Tackboards below overhead cabinets

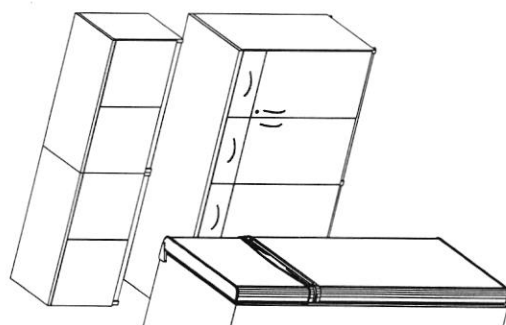
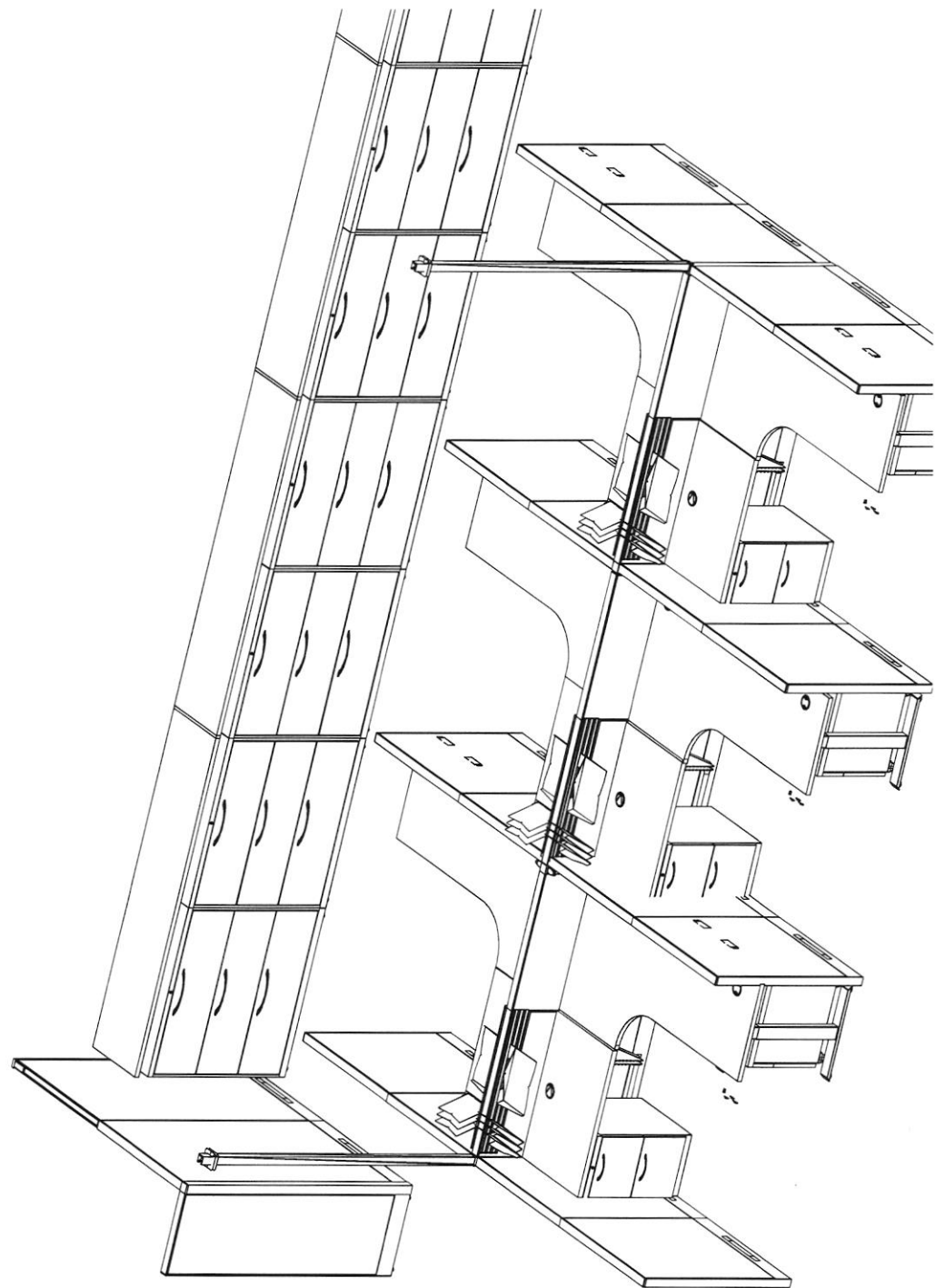
BLOCK WALL

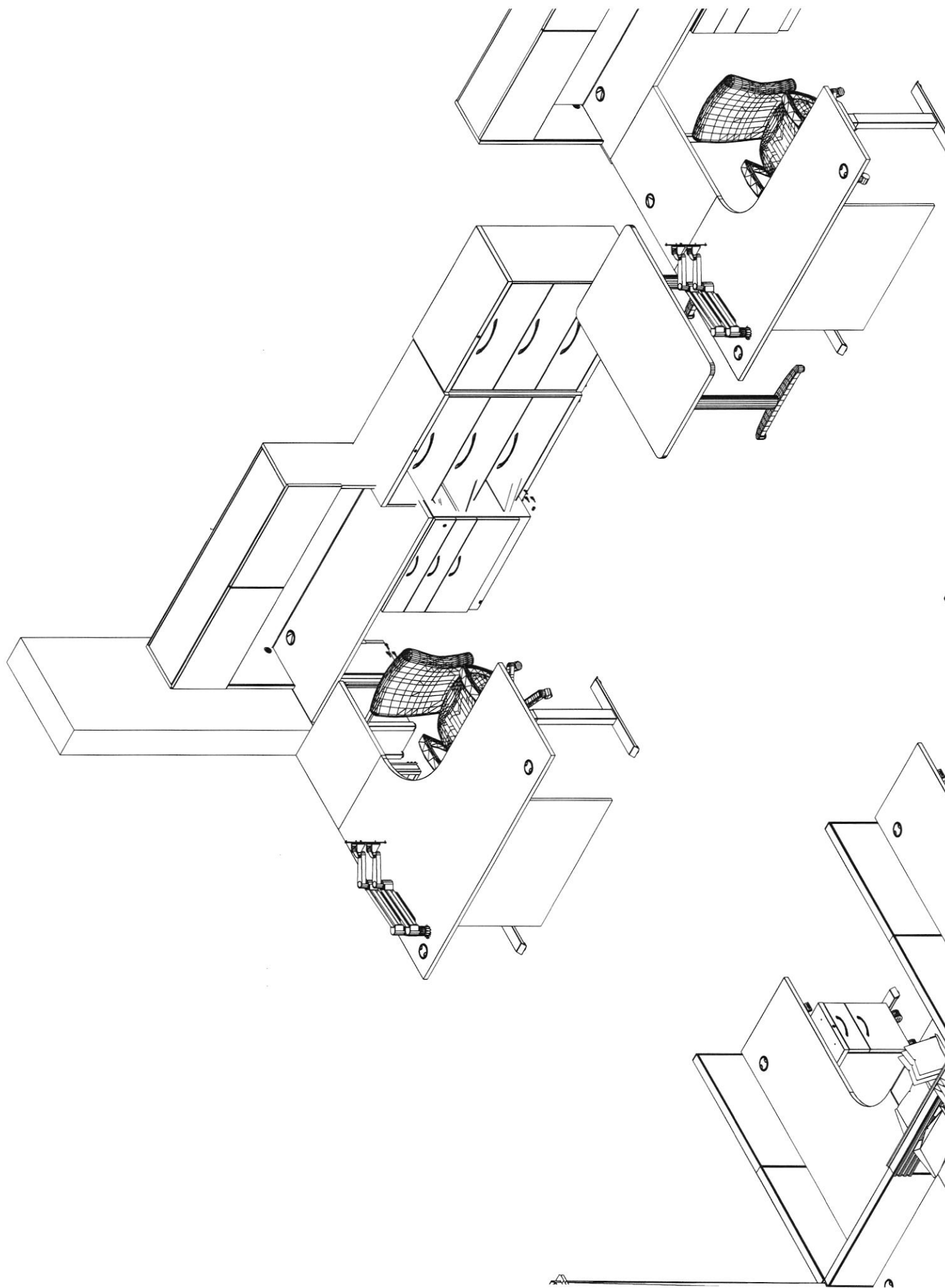
FLORENCE WALNUT TOP-FOSSIL FILES

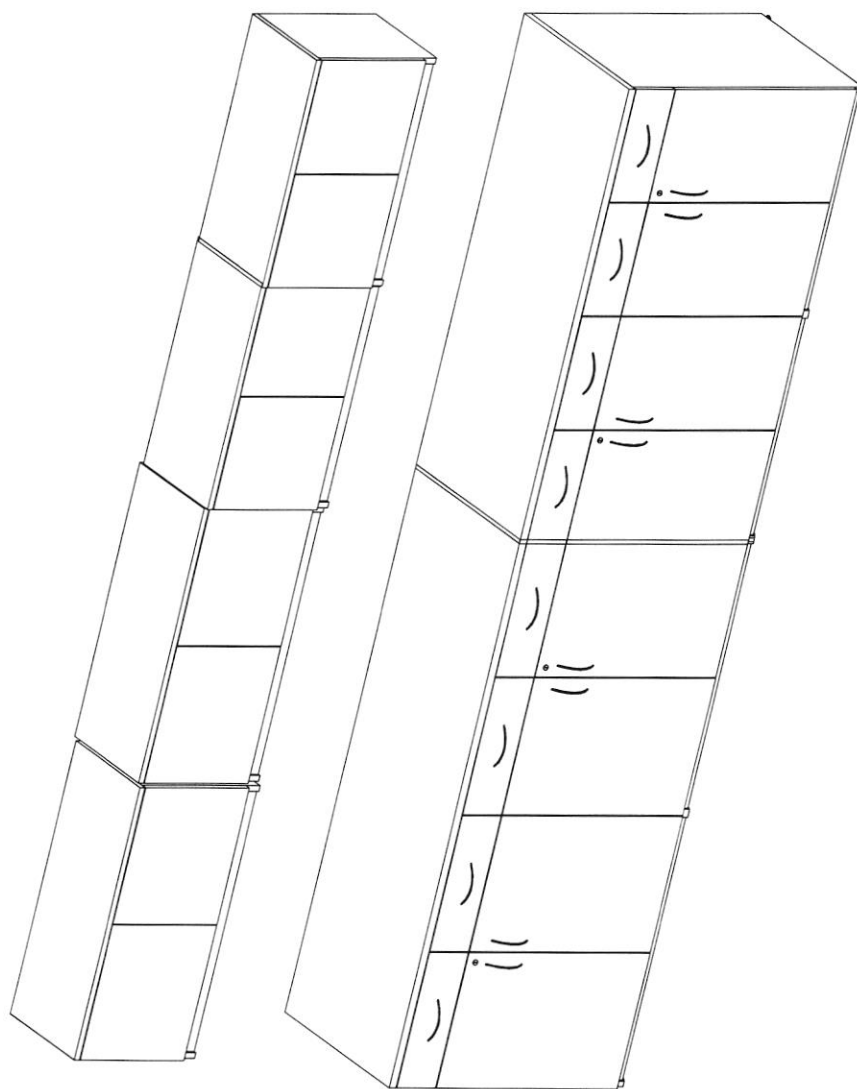
CITY OF VERNON PD-RECORDS-8-29-22







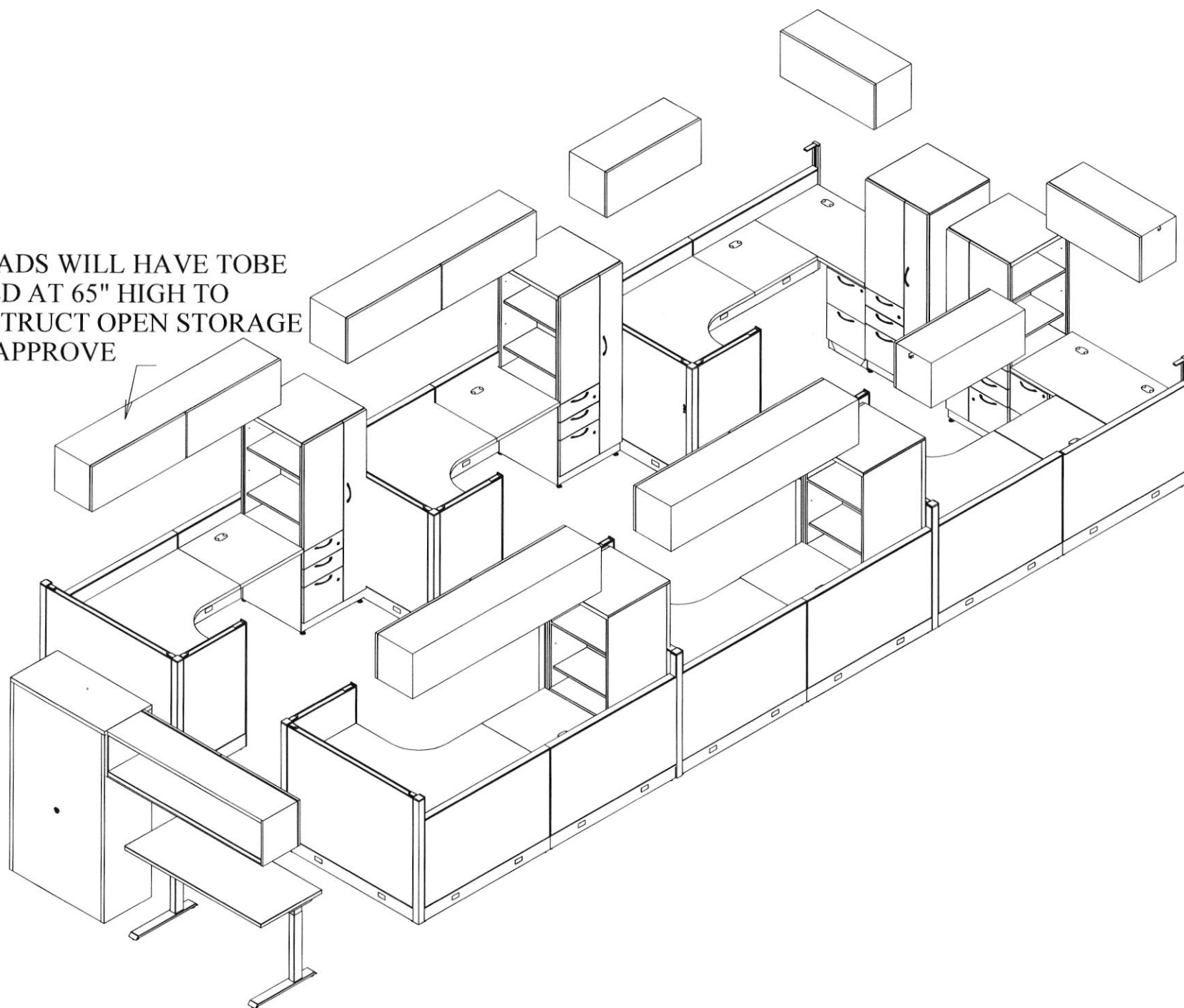


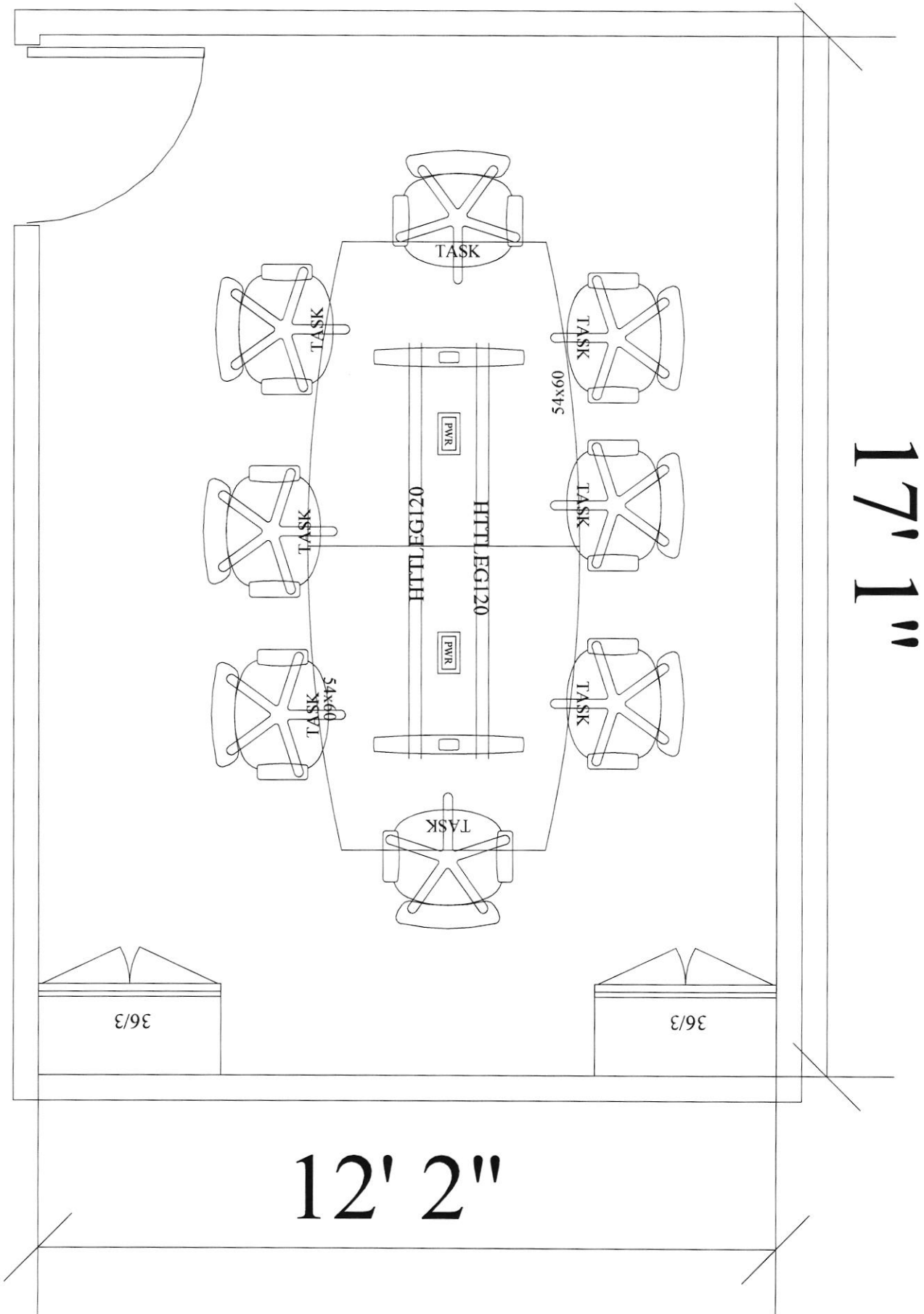


-Install Overhead

29' 7"

OVERHEADS WILL HAVE TO BE
MOUNTED AT 65" HIGH TO
NOT OBSTRUCT OPEN STORAGE
PLEASE APPROVE





17' 1"

12' 2"

City Council Agenda Item Report

Submitted by: Andrew Eguia
Submitting Department: Public Works
Meeting Date: December 6, 2022

SUBJECT

On-Call Graffiti Abatement Services

Recommendation:

- A. Approve and authorize the City Administrator to execute a Services Agreement with Apply the Pressure Group, in substantially the same form as submitted, for a three year term in an amount not-to-exceed \$600,000 for on-call graffiti abatement services; and
- B. Approve and authorize the City Administrator to execute a Services Agreement with Graffiti Protective Coatings, Inc., in substantially the same form as submitted, for a three year term in an amount not-to-exceed \$600,000 for on-call graffiti abatement services.

Background:

The City of Vernon has historically performed graffiti abatement and removal using City employees and equipment. Recently, the City has experienced an increase in the quantity and frequency of graffiti around the City. This increase in graffiti coupled with the current authorized level of staffing in the Public Works Department have made it more difficult to meet stakeholder expectations for the timely abatement of graffiti, especially during nights and weekends. During the fiscal year ending June 30, 2022, approximately 212,890 square feet of graffiti was removed by City Crews. Due to the critical nature of such incidents, the Engineering Division sought out third-party graffiti abatement services in order to augment the City's response team and ensure that abatement services are accessible on a 24 hours a day, 365 days a year basis.

Pursuant to Vernon Municipal Code (VMC) Section 3.32.070, the Engineering Division publicized the Request for Proposal (RFP) for Graffiti Abatement Services, as the cost for the service over a three-year period was anticipated to exceed \$50,000 and required competitive selection pursuant to VMC Section 3.32.080. The Engineering Division received six (6) proposals from qualified firms in response to the RFP posted on or about August 18, 2022.

Proposals were rated on experience, overall cost, responsiveness to the RFP, and feedback of references for demonstrated capability on similar recent projects. After consideration, it was determined that Apply the Pressure Group and Graffiti Protective Coatings, Inc. will best meet the needs of the City. Staff recommends that the City enter into services agreements with these two firms. When graffiti abatement services are required, Apply the Pressure will be deployed in response to the direction of City Administration and/or the Engineering Division. The services of Graffiti Protective Coatings, Inc. are intended to be used in coordination with City Crews for extensive abatement projects and/or tasks.

Each proposed Services Agreement has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The fiscal impact is at \$600,000 for each contract for the term of three years. The service providers' fees are based on actual work performed. Sufficient funds to cover the costs of the

services are available in General Fund, Public Works, Street Operations Division, Repairs & Maintenance Account No. 011.1043.590000 for the current fiscal year and will be budgeted in subsequent fiscal years based on projected activity.

Attachments:

1. [CS-1501 Services Agreement - Apply the Pressure](#)
2. [CS-1501 Services Agreement - Graffiti Protective Coatings](#)

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON APPLY THE
PRESSURE GROUP FOR CS-1501 GRAFFITI ABATEMENT

COVER PAGE

Contractor:	Apply the Pressure Group
Responsible Principal of Contractor:	Johnny Thompson, Owner
Notice Information - Contractor:	Apply the Pressure Group 27038 Honby Avenue Canyon Country, CA 91351 Attention: Johnny Thompson, Owner Telephone: (818) 312-4433
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Daniel Wall, Director of Public Works Telephone: (323) 583-8811 ext. 305
Commencement Date:	December 6, 2022
Termination Date:	December 5, 2025
Consideration:	Total not to exceed \$600,000 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND APPLY THE PRESSURE GROUP FOR CS-1501 GRAFFITI ABATEMENT

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and Apply the Pressure Group , a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on December 6, 2022.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about August 2022, and titled Request for Proposals for CS-1501 Graffiti Abatement, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated October 14, 2022, Exhibit "B", both of which are 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 December 6, 2022 and it shall continue until December 5, 2025, unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of

the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$600,000 without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

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

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

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

5.4.2 Approved reproduction charges.

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

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

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

interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

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

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

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

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

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

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

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

iv. Contractor shall comply with the applicable sections of the California Labor Code

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

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

v. 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.

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

vii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

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

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

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

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

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

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

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

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Agreement shall entitle the City to terminate the Agreement and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be

contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

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

11.11 INTERPRETATION.

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

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

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

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

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

11.11.6 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no

presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

11.13 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: Director of Public Works
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Apply the Pressure Group
Attention: Johnny Thompson, Owner
27038 Honby Avenue
Canyon Country, CA 91351

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

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

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

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

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

shall be required to provide such document and other information within fifteen (15) days of the request.

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

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the 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 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon

compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 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 agreements. In addition, the selected consultant and/or any subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

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

[Signatures Begin on Next Page].

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

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

Apply the Pressure Group, 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

REQUEST FOR PROPOSALS FOR CS-1501 GRAFFITI ABATEMENT

City of Vernon

Request for Proposals (RFP) for CS-1501 Graffiti Abatement



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

1. INTRODUCTION AND PROJECT

The City of Vernon is requesting proposals for graffiti abatement at various locations throughout the City.

The City will select firm(s), based on demonstrated competence and a cost effective approach to abate graffiti that is visible from the public right-of-way from all private residential, commercial, and industrial structures, and from all City-owned property.

2. BACKGROUND

The City of Vernon was founded in 1905, is approximately 5.2 square miles in size and is located approximately 5 miles southeast of downtown Los Angeles California. Over its long history, Vernon has been developed as an industrial community. At the turn of the 20th century the lands that make up Vernon were comprised largely of farmlands. The presence of three major rail lines in the area led influential business and property owners to encourage the railroad companies to run spur lines onto the farmlands. These rail extensions enabled the creation of an “exclusively industrial” city. By the 1920’s, Vernon was attracting large stockyards and meatpacking facilities. In the 1930’s, Vernon became the location of choice for many heavy industrial plants. As economic conditions changed over the decades, these large-scale industrial operations have relocated out of Southern California and Vernon has attracted smaller, lighter industrial facilities. The City’s business friendly environment, low-cost utilities and key location for trucking and rail transport continue to position Vernon as an ideal location for industrial uses.

City Government: The City Council consists of five members, elected at-large, who serve five-year staggered terms. A Mayor and a Mayor Pro Tem are annually appointed according to a rotation schedule based on year of election.

Labor Force: Vernon has approximately 225 employees, and its departments include a Police Department, Finance Department, Public Works Department, Public Utilities Department and Health and Environmental Control Department. Present bargaining units include the Vernon Police Officers Benefit Association, Vernon Police Management Association, International Brotherhood of Electrical Workers Local 47, and Teamsters Local 911.

3. ISSUES OR PROBLEMS TO BE ADDRESSED

The City of Vernon has historically performed graffiti abatement and removal using City employees and equipment. Recently the City has experienced an increase in the quantity and frequency of graffiti around the City; this increase in occurrence and a labor shortage in the Public Works Department has made it more difficult to meet stakeholder expectations for timely abatement. During the fiscal year ending June 30, 2022, approximately 212,890 square feet of graffiti was removed by City Crews.

4. SCOPE OF SERVICES REQUIRED

The City of Vernon is seeking the services of highly qualified firm(s) (Contractor) to conduct graffiti abatement on private and city owned properties. The selected Contractor(s) shall:

- A. Furnish at its own expense, all labor, equipment, and materials necessary for the satisfactory abatement of graffiti.
- B. Abate graffiti that is visible from the public right-of-way from all private residential, commercial, and industrial structures; and from all City-owned property.
- C. Determine the appropriate method to be used for the abatement of graffiti. Methods of abatement may include chemical removal, water blasting or other pressurized removal systems, matching existing painted surfaces or other eradication procedures as approved by the City.
- D. Determine the most effective method(s) for the abatement of the graffiti at each location. The method(s) of abatement will vary depending upon the type of graffiti and condition of the surface. The selected Contractor must use care to avoid damage to existing improvements (e.g., buildings, windows, doors, walls, etc.). Existing improvements damaged by the selected Contractor shall be repaired at the selected Contractor's sole expense to the satisfaction of the City.
- E. Demonstrate the ability to abate graffiti from difficult locations and must have extension ladders on every vehicle. Abatement work may require access to a bucket truck with a minimum extension height of forty (40) feet.
- F. Abate graffiti within twelve (12) hours of notification seven (7) days per week; and maintain a twenty-four (24) hour per day emergency response service capable of responding to emergency calls from the City within two (2) hours.
- G. Be responsible for private property graffiti abatement process, from first contact and notification of owner/tenant through successful abatement following all applicable City procedures and requirements. Authorization shall be secured from the property owner or authorized agent to enter onto private property and perform graffiti removal services. The Contractor and/or City must obtain written approval to enter and release of liability prior to starting the graffiti removal. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this contract, for replacing any original lettering, pictures, etc., on commercial sign.

In addition to abating graffiti as reported by the City, the selected Contractor(s) shall patrol the City for graffiti as requested by the City.

Before abating graffiti, the selected Contractor(s) shall photograph graffiti for documentation purposes. After abatement of the graffiti, the selected Contractor(s) shall take an additional photograph of the same area (before and after photos). Digital photos of the abated sites are to be provided along with the monthly billing statement.

5. QUALIFICATIONS & CRITERIA

- A. **Qualifications:** The City of Vernon will select firms for all of the outlined

City of Vernon Request for Proposals for CS-1501 Graffiti Abatement

Scope of Service on the basis of qualifications, experience, and cost. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposals:

- License to Practice in California: An affirmative statement should be included verifying the firm and all staff are properly licensed and permitted to perform the services described in this RFP.
- Ability to abate graffiti within twelve (12) hours of notification seven (7) days per week.
- Ability to maintain a twenty-four (24) hour per day emergency response service capable of responding to emergency calls (removal of vulgar, racial, or pornographic images, etc.) from the City within two (2) hours.

Ability to conduct three (3) weekly patrols of the City for graffiti. These patrols will include "hotspot" areas, major thoroughfares, and other areas designated by the City. All graffiti located during said patrols will be promptly cleaned as outlined by this RFP.

- If, after month number four (4) of the contract, the City determines that the number of weekly patrols requires adjustment, either up or down in frequency, the City and contractor will meet to amend the requirement accordingly.
- Experience in providing similar rapid response to other governmental agencies.
- Possession of equipment and facilities necessary to conduct this work.

B. **Selection Criteria:** The City will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel. The name, information, or experience of the individual members will not be made available to any proposer. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth above. The following criteria will be used in reviewing and comparing the proposals and in determining the highest scoring bids:

1. 40% Qualifications, background and prior experience of the firm in the Service Area(s) being proposed, experience of key staff assigned to oversee services provided to Vernon, evaluation of size and scope of similar work performed and success on that work.
2. 30% Cost and fees to the City for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer. If rates differ for different types or levels of service, or for

different Service Areas, the Proposer should so state.

3. 10% Responsiveness to the RFP, and quality and responsiveness of the proposal.
4. 20% References including past performance of proposer.

6. **FORMAT AND DELIVERY OF RESPONSE**

Respondents are asked to submit one (1) electronic copy (via email to dwall@cityofvernon.org) of their proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing all phases of the work in the RFP.

- A. **Format:** Limit your proposal to 20 typed 8.5" X 11" pages, or fewer (excluding cover letter and attachments). You may attach a firm brochure if you wish, but it must be as a separate attachment and independent from the required elements noted above.
 1. Use a conventional typeface with a minimum font size of 12 points. Use a 1" margin on all borders.
 2. Organize your submittal in the order described above.
 3. The file and email subject line shall be : "CS-1501 Graffiti Abatement" and include the name of the primary contact for the respondent.
 4. Responses are due on or **before 5:00 p.m. on September 15, 2022**. Late response will not be accepted.
 5. If you have any questions about this RFP, please contact Daniel Wall, Director of Public Works at (323) 583-8811 ext. 305. Please note that any questions asked and any response provided by Vernon will be sent to every person who will be submitting a proposal, to the extent the City is aware of them.
- B. **Cover Letter:** All proposals shall include a cover letter which states that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. If the proposal contemplates the use of sub-contractors, the sub-contractors shall be identified in the cover letter. If the proposal is submitted by a business entity, the cover letter shall be executed by an officer authorized to contractually bind the business entity. With respect to the business entity, the cover letter shall also include: the identification of the business entity, including the name, address and telephone number of the business entity; and the name, title, address and telephone number of a contact person during the proposal evaluation period.
- C. **Introduction:** Present an introduction of the proposal and your understanding of the assignment and significant steps, methods and procedures to be employed by the proposer to ensure quality deliverables

that can be delivered within the required time frames and your identified budget.

- D. **General Scope of Work:** Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.
- E. **Work Plan:** Present concepts for conducting the work plan and interrelationship of all projects. Define the scope of each task including the depth and scope of analysis or research proposed.
- F. **Fees and costs:** Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.
- G. **Ability of the Proposer to Perform:** Provide a detailed description of the proposer and his/her/its qualifications, including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific related work projects that have been completed by the proposer which are directly related to the assignment described in this RFP. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.

The selected firm shall not subcontract any work under the RFP nor assign any work without the prior written consent of the City.

- H. **Affidavit of Non-Collusion.** Proposer must submit a completed and executed, "Affidavit of Non-Collusion." (Copy attached as Exhibit A).

7. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's Planetbids website (www.cityofvernon.org/planetbids), which is deemed adequate notice. A proposer may make a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

8. CONDITIONS FOR RESPONSES TO RFP

The following conditions apply to this RFP process:

- A. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- B. This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award an agreement to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
- C. The City shall not be liable for any expenses incurred by any individual or organization in connection with this RFP.
- D. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- E. The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
- F. The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- G. Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.
- H. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City.

9. RIGHT BY THE CITY TO WITHDRAW THIS REQUEST

The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

10. PREVAILING WAGE WHERE APPLICABLE

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 contractor(s) 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.

11. STANDARD TERMS AND CONDITIONS

Prior to the award of any work hereunder, City and proposer shall enter into the City's standard form services agreement attached hereto as Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Agreement. The term of the Agreement shall not exceed three (3) years pursuant to the Vernon Municipal Code.

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

March 2013

EXHIBIT B

STANDARD FORM AGREEMENT

EXHIBIT B
CONTRACTOR'S PROPOSAL

Apply “CS-1501 Graffiti Abatement”

- Overview

For over 8 years, we at Apply The Pressure Group, have been serving the residences and commercial businesses of Los Angeles County, by providing our customers' homes and offices with the highest quality pressure washing/graffiti removal cleaning available. This is done while also preserving the environment by using Green Cleaning Products to give our clients a more comfortable safe place to live and work.

- About the project

Since June 2022, Apply The Pressure Group has worked closely in partnership with the city of Vernon, and their Graffiti Abatement team to combat the ongoing graffiti problem. We provide a local 24hr service team that can be onsite in the city of Vernon to remove any graffiti within 1hr from the request for service. There is no task that is too big or too small for us to take on. We also specialize in paint overs and color matching of stucco and other hard surfaces. Please consider Apply The Pressure when choosing your next graffiti abatement partner.

- Bid Amount

Our hourly rate is currently set at \$225. There are no additional fee's or rate hikes for overnight/emergency call outs.

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.

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND GRAFFITI PROTECTIVE COATINGS, INC. FOR CS-1501 GRAFFITI ABATEMENT

COVER PAGE

Contractor:	Graffiti Protective Coatings, Inc.
Responsible Principal of Contractor:	Carla Lenhoff, President
Notice Information - Contractor:	Graffiti Protective Coatings, Inc. 419 N Larchmont. Blvd., #264 Los Angeles, CA 90004 Attention: Carla Lenhoff, President Telephone: (323) 464-4472
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Daniel Wall, Director of Public Works Telephone: (323) 583-8811 ext. 305
Commencement Date:	December 6, 2022
Termination Date:	December 5, 2025
Consideration:	Total not to exceed \$600,000 (includes all applicable sales tax); and more particularly described in Exhibit B
Records Retention Period	Three (3) years, pursuant to Section 11.20

SERVICES AGREEMENT BETWEEN THE CITY OF VERNON AND GRAFFITI PROTECTIVE COATINGS, INC. FOR CS-1501 GRAFFITI ABATEMENT

This Agreement is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and Graffiti Protective Coatings, Inc., a California corporation ("Contractor").

The City and Contractor agree as follows:

1.0 EMPLOYMENT OF CONTRACTOR. City agrees to engage Contractor to perform the services as hereinafter set forth as authorized by the City Council on December 6, 2022.

2.0 SCOPE OF SERVICES.

2.1 Contractor shall perform all work necessary to complete the services set forth in the City's Request for Proposals issued on or about August 2022, and titled Request for Proposals for CS-1501 Graffiti Abatement, Exhibit "A", and Contractor's proposal to the City ("Proposal") dated October 17, 2022, Exhibit "B", both of which are 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 December 6, 2022 and it shall continue until December 5, 2025 unless terminated at an earlier date pursuant to the provisions thereof.

5.0 COMPENSATION AND FEES.

5.1 Contractor has established rates for the City of Vernon which are comparable to and do not exceed the best rates offered to other governmental entities in and around Los Angeles County for the same services. For satisfactory and timely performance of

the services, the City will pay Contractor in accordance with the payment schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference.

5.2 Contractor's grand total compensation for the entire term of this Agreement, shall not exceed \$600,000 without the prior authorization of the City, as appropriate, and written amendment of this Agreement.

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

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

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

5.4.2 Approved reproduction charges.

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

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

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

interest, which may be imposed by law and which arise from or are necessary for the performance of the Services by this Agreement.

6.0 PAYMENT.

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

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

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

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

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

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

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

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

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

claims or liabilities arise from the gross negligence or willful misconduct of City, its officers, elected officials, agents or employees.

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

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

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

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

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

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

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

iv. Contractor shall comply with the applicable sections of the California Labor Code

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

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

v. 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.

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

vii. Prior to commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies at any time.

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

11.0 GENERAL TERMS AND CONDITIONS.

11.1 INDEPENDENT CONTRACTOR.

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

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

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

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

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

11.5 RESPONSIBILITY FOR ERRORS. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

11.9 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof. Violation of any law material to performance of this Agreement shall entitle the City to terminate the Agreement and otherwise pursue its remedies. Further, if the Contractor performs any work knowing it to be

contrary to such laws, rules, and regulations Contractor shall be solely responsible for all costs arising therefrom.

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

11.11 INTERPRETATION.

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

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

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

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

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

11.11.6 Construction. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no

presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

11.13 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: Director of Public Works
4305 Santa Fe Avenue
Vernon, CA 90058

If to the Contractor:

Graffiti Protective Coatings, Inc.
Attention: Carla Lenhoff, President
419 N Larchmont Blvd., #264
Los Angeles, CA 90004

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

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

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

11.18 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Agreement by written notice to the defaulting party. The notice shall specify the basis for the default. The Agreement shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice. In case of default by Contractor, the City reserves the right to procure the goods or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby. Contractor shall not be held accountable for additional costs incurred due to delay or default as a result of Force Majeure. Contractor must notify the City immediately upon knowing that non-performance or delay will apply to this Agreement as a result of Force Majeure. At that time Contractor is to submit in writing a Recovery Plan for this Agreement. If the Recovery Plan is not acceptable to the City or not received within 10 days of the necessary notification of Force Majeure default, then the City may cancel this order in its entirety at no cost to the City, owing only for goods and services completed to that point.

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

shall be required to provide such document and other information within fifteen (15) days of the request.

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

11.20 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the 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 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided, however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon

compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

11.24 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 agreements. In addition, the selected consultant and/or any subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

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

[Signatures Begin on Next Page].

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

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

Graffiti Protective Coatings, Inc., 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

REQUEST FOR PROPOSALS FOR CS-1501 GRAFFITI ABATEMENT

City of Vernon

Request for Proposals (RFP) for CS-1501 Graffiti Abatement



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

1. INTRODUCTION AND PROJECT

The City of Vernon is requesting proposals for graffiti abatement at various locations throughout the City.

The City will select firm(s), based on demonstrated competence and a cost effective approach to abate graffiti that is visible from the public right-of-way from all private residential, commercial, and industrial structures, and from all City-owned property.

2. BACKGROUND

The City of Vernon was founded in 1905, is approximately 5.2 square miles in size and is located approximately 5 miles southeast of downtown Los Angeles California. Over its long history, Vernon has been developed as an industrial community. At the turn of the 20th century the lands that make up Vernon were comprised largely of farmlands. The presence of three major rail lines in the area led influential business and property owners to encourage the railroad companies to run spur lines onto the farmlands. These rail extensions enabled the creation of an “exclusively industrial” city. By the 1920’s, Vernon was attracting large stockyards and meatpacking facilities. In the 1930’s, Vernon became the location of choice for many heavy industrial plants. As economic conditions changed over the decades, these large-scale industrial operations have relocated out of Southern California and Vernon has attracted smaller, lighter industrial facilities. The City’s business friendly environment, low-cost utilities and key location for trucking and rail transport continue to position Vernon as an ideal location for industrial uses.

City Government: The City Council consists of five members, elected at-large, who serve five-year staggered terms. A Mayor and a Mayor Pro Tem are annually appointed according to a rotation schedule based on year of election.

Labor Force: Vernon has approximately 225 employees, and its departments include a Police Department, Finance Department, Public Works Department, Public Utilities Department and Health and Environmental Control Department. Present bargaining units include the Vernon Police Officers Benefit Association, Vernon Police Management Association, International Brotherhood of Electrical Workers Local 47, and Teamsters Local 911.

3. ISSUES OR PROBLEMS TO BE ADDRESSED

The City of Vernon has historically performed graffiti abatement and removal using City employees and equipment. Recently the City has experienced an increase in the quantity and frequency of graffiti around the City; this increase in occurrence and a labor shortage in the Public Works Department has made it more difficult to meet stakeholder expectations for timely abatement. During the fiscal year ending June 30, 2022, approximately 212,890 square feet of graffiti was removed by City Crews.

4. SCOPE OF SERVICES REQUIRED

The City of Vernon is seeking the services of highly qualified firm(s) (Contractor) to conduct graffiti abatement on private and city owned properties. The selected Contractor(s) shall:

- A. Furnish at its own expense, all labor, equipment, and materials necessary for the satisfactory abatement of graffiti.
- B. Abate graffiti that is visible from the public right-of-way from all private residential, commercial, and industrial structures; and from all City-owned property.
- C. Determine the appropriate method to be used for the abatement of graffiti. Methods of abatement may include chemical removal, water blasting or other pressurized removal systems, matching existing painted surfaces or other eradication procedures as approved by the City.
- D. Determine the most effective method(s) for the abatement of the graffiti at each location. The method(s) of abatement will vary depending upon the type of graffiti and condition of the surface. The selected Contractor must use care to avoid damage to existing improvements (e.g., buildings, windows, doors, walls, etc.). Existing improvements damaged by the selected Contractor shall be repaired at the selected Contractor's sole expense to the satisfaction of the City.
- E. Demonstrate the ability to abate graffiti from difficult locations and must have extension ladders on every vehicle. Abatement work may require access to a bucket truck with a minimum extension height of forty (40) feet.
- F. Abate graffiti within twelve (12) hours of notification seven (7) days per week; and maintain a twenty-four (24) hour per day emergency response service capable of responding to emergency calls from the City within two (2) hours.
- G. Be responsible for private property graffiti abatement process, from first contact and notification of owner/tenant through successful abatement following all applicable City procedures and requirements. Authorization shall be secured from the property owner or authorized agent to enter onto private property and perform graffiti removal services. The Contractor and/or City must obtain written approval to enter and release of liability prior to starting the graffiti removal. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this contract, for replacing any original lettering, pictures, etc., on commercial sign.

In addition to abating graffiti as reported by the City, the selected Contractor(s) shall patrol the City for graffiti as requested by the City.

Before abating graffiti, the selected Contractor(s) shall photograph graffiti for documentation purposes. After abatement of the graffiti, the selected Contractor(s) shall take an additional photograph of the same area (before and after photos). Digital photos of the abated sites are to be provided along with the monthly billing statement.

5. QUALIFICATIONS & CRITERIA

- A. **Qualifications:** The City of Vernon will select firms for all of the outlined

City of Vernon Request for Proposals for CS-1501 Graffiti Abatement

Scope of Service on the basis of qualifications, experience, and cost. The following are the minimum qualifications to be used to evaluate responses to this Request for Proposals:

- License to Practice in California: An affirmative statement should be included verifying the firm and all staff are properly licensed and permitted to perform the services described in this RFP.
- Ability to abate graffiti within twelve (12) hours of notification seven (7) days per week.
- Ability to maintain a twenty-four (24) hour per day emergency response service capable of responding to emergency calls (removal of vulgar, racial, or pornographic images, etc.) from the City within two (2) hours.

Ability to conduct three (3) weekly patrols of the City for graffiti. These patrols will include “hotspot” areas, major thoroughfares, and other areas designated by the City. All graffiti located during said patrols will be promptly cleaned as outlined by this RFP.

- If, after month number four (4) of the contract, the City determines that the number of weekly patrols requires adjustment, either up or down in frequency, the City and contractor will meet to amend the requirement accordingly.
- Experience in providing similar rapid response to other governmental agencies.
- Possession of equipment and facilities necessary to conduct this work.

B. **Selection Criteria:** The City will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received will be reviewed and evaluated by a committee of qualified personnel. The name, information, or experience of the individual members will not be made available to any proposer. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth above. The following criteria will be used in reviewing and comparing the proposals and in determining the highest scoring bids:

1. 40% Qualifications, background and prior experience of the firm in the Service Area(s) being proposed, experience of key staff assigned to oversee services provided to Vernon, evaluation of size and scope of similar work performed and success on that work.
2. 30% Cost and fees to the City for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer. If rates differ for different types or levels of service, or for

different Service Areas, the Proposer should so state.

3. 10% Responsiveness to the RFP, and quality and responsiveness of the proposal.
4. 20% References including past performance of proposer.

6. FORMAT AND DELIVERY OF RESPONSE

Respondents are asked to submit one (1) electronic copy (via email to dwall@cityofvernon.org) of their proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposal should include, at a minimum, the following information in sectionalized format addressing all phases of the work in the RFP.

- A. **Format:** Limit your proposal to 20 typed 8.5" X 11" pages, or fewer (excluding cover letter and attachments). You may attach a firm brochure if you wish, but it must be as a separate attachment and independent from the required elements noted above.
 1. Use a conventional typeface with a minimum font size of 12 points. Use a 1" margin on all borders.
 2. Organize your submittal in the order described above.
 3. The file and email subject line shall be : "CS-1501 Graffiti Abatement" and include the name of the primary contact for the respondent.
 4. Responses are due on or **before 5:00 p.m. on September 15, 2022**. Late response will not be accepted.
 5. If you have any questions about this RFP, please contact Daniel Wall, Director of Public Works at (323) 583-8811 ext. 305. Please note that any questions asked and any response provided by Vernon will be sent to every person who will be submitting a proposal, to the extent the City is aware of them.
- B. **Cover Letter:** All proposals shall include a cover letter which states that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal. If the proposal contemplates the use of sub-contractors, the sub-contractors shall be identified in the cover letter. If the proposal is submitted by a business entity, the cover letter shall be executed by an officer authorized to contractually bind the business entity. With respect to the business entity, the cover letter shall also include: the identification of the business entity, including the name, address and telephone number of the business entity; and the name, title, address and telephone number of a contact person during the proposal evaluation period.
- C. **Introduction:** Present an introduction of the proposal and your understanding of the assignment and significant steps, methods and procedures to be employed by the proposer to ensure quality deliverables

that can be delivered within the required time frames and your identified budget.

- D. **General Scope of Work:** Briefly summarize the scope of work as the proposer perceives or envisions it for each Service Area proposed.
- E. **Work Plan:** Present concepts for conducting the work plan and interrelationship of all projects. Define the scope of each task including the depth and scope of analysis or research proposed.
- F. **Fees and costs:** Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer's most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect "not to exceed" amounts per item. Proposer must offer services at a rate comparable to the rate proposer offers to other governmental entities for similar work. Offering a higher rate to the City than the comparable rate is grounds for disqualification of the Proposer.
- G. **Ability of the Proposer to Perform:** Provide a detailed description of the proposer and his/her/its qualifications, including names, titles, detailed professional resumes and past experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific related work projects that have been completed by the proposer which are directly related to the assignment described in this RFP. Note the specific individuals who completed such project(s). Identify role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.

The selected firm shall not subcontract any work under the RFP nor assign any work without the prior written consent of the City.

- H. **Affidavit of Non-Collusion.** Proposer must submit a completed and executed, "Affidavit of Non-Collusion." (Copy attached as Exhibit A).

7. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's Planetbids website (www.cityofvernon.org/planetbids), which is deemed adequate notice. A proposer may make a request to the City's project coordinator to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communications is via e-mail due to its timeliness.

8. CONDITIONS FOR RESPONSES TO RFP

The following conditions apply to this RFP process:

- A. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
- B. This RFP does not obligate the City to establish a list of service providers qualified as prime contractors, or award an agreement to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
- C. The City shall not be liable for any expenses incurred by any individual or organization in connection with this RFP.
- D. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written/e-mail materials provided by any person other than designated contact staff of City shall not be considered binding.
- E. The City reserves the right, in its sole discretion, to accept or reject any or all Proposals without prior notice and to waive any minor irregularities or defects in a Proposal. The City reserves the right to seek clarification on a Proposal with any source.
- F. The dates, times, and sequence of events related to this RFP shall ultimately be determined by the City. The schedule shown above is subject to change, at the sole discretion of the City, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- G. Respondents shall not issue any news release pertaining to this RFP, or the City without prior written approval of the City.
- H. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the City.

9. RIGHT BY THE CITY TO WITHDRAW THIS REQUEST

The City may, at its sole discretion and for any reason whatsoever, withdraw this solicitation at any time.

10. PREVAILING WAGE WHERE APPLICABLE

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 contractor(s) 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.

11. STANDARD TERMS AND CONDITIONS

Prior to the award of any work hereunder, City and proposer shall enter into the City's standard form services agreement attached hereto as Exhibit B. Proposers responding to this RFP are strongly advised to review all the terms and conditions of the Agreement. The term of the Agreement shall not exceed three (3) years pursuant to the Vernon Municipal Code.

EXHIBIT A

AFFIDAVIT OF NON-COLLUSION

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

and says that he/she is _____
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

who submits herewith to the City of Vernon a bid/proposal;

That such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Vernon, or of any other bidder or anyone else interested in the proposed contract; and further

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

Date: _____

EXHIBIT B

STANDARD FORM AGREEMENT

EXHIBIT B
CONTRACTOR'S PROPOSAL



October 17, 2022

City of Vernon Purchasing Department,

Graffiti Protective Coatings, Inc. (GPC) has thoroughly reviewed the request for bid and is confirming its acceptance of all conditions and requirements contained in RFP CS-1501. Proposal is valid for 90 days. GPC has received all addenda.

GPC is a California Corporation and is properly licensed to perform graffiti removal services. Contact is Carla Lenhoff, President. 419 N Larchmont Blvd. # 264 Los Angeles, CA 90004. (323) 464-4472 (o), (323) 428-3530 (m).

GPC's wishes to reiterate that its services will benefit the City of Vernon (City) in the following areas:

Experience

GPC has been successfully providing graffiti abatement services to agencies as large as Vernon or larger. GPC understands the financial, management, and staff requirements to make this project successful. GPC has successfully provided these services to municipal agencies for 31 years.

Equipment

GPC currently possesses all the equipment needed for this project. The equipment is customized and designed specifically for graffiti abatement services as called for in this RFP.

Staff

GPC staff is well qualified and experienced in graffiti abatement services. Staff understands the expectations of their contracts and will seek to not only meet but also exceed those expectations.

Techniques

GPC has created and mastered the methods and techniques needed for professional graffiti abatement services. All of GPC's methods and techniques are based upon eco-friendly principles.

Documentation

GPC understands the City's documentation requirements for this contract. GPC is offering its App-Order web-based work order system and mobile component to the City so that it can monitor, input, and retrieve work orders with photos over the web in real-time. App-Order also provides job status, scheduling, and vehicle tracking.



GPC provides the City free upgrades and support to the software system and allows the City complete control and access of all its data related to this project.

Communication

GPC is available to the City staff 24-hours a day, seven days week. GPC also understands priorities and will work seamlessly with City staff.

Consistency

GPC provides reliable competent service on every task that it completes. GPC has been providing the highest quality service and workmanship and has never failed to complete any contract or been terminated.

Price

GPC submitted its best pricing with the proposal based upon limited data availability. GPC prides itself on providing the highest quality work at fair prices.

There is no better indicator of future success than past performance, and GPC stands behind its 31-year history of providing exceptional service and workmanship in the field of graffiti abatement services.

Carla Lenhoff, President
Graffiti Protective Coatings, Inc.

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

CHARLES LENOIR, being first duly sworn deposes

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

(Insert name of bidder)

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid/proposal, or that anyone should refrain from bidding or withdraw his/her bid/proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid/proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his/her bid/proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his/her bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Vernon, or to any person or persons who have a partnership or other financial interest with said bidder in his/her business.

Date: 10/17/22

Introduction

Graffiti Protective Coatings, Inc. (GPC), a California corporation (C1802084), is a graffiti abatement company created in 1991 and has been in business for 31 years. The founders of GPC, who were students at University of Southern California, had researched and improved upon various graffiti removal techniques and products from around the world after having created an award winning business plan for an entrepreneur class. GPC was then created and the University became the company's first significant client. After just one year GPC had saved the University over \$100,000 (50% cost reduction), dramatically improved the appearance of the campus, and gained credibility for the start-up company. GPC's contract with the University is still in place after 31 years and has been expanded many times.

The company centered on a formula of constant research and development in techniques, equipment, and products as well as a highly skilled well-paid labor force of problem-solving, ever-improving, and self-motivated individuals. GPC has stayed true to its business plan. Its products, equipment, and techniques are the most advanced in the industry. Staff expertise, consistency, and professionalism continue to grow.

GPC and its related companies (Graffiti Protective Coatings, Inc. of AZ and American Graffiti, Inc.) have over 1,000 public and private clients and presently clean over 500,000 locations and 16,000,000 square feet of graffiti annually in four states. Required California State Contractor's License number is 672447.

GPC's equipment set-up is designed exclusively for graffiti abatement. GPC's proprietary methods and products are vastly superior to all industry standards. Field staff is trained thoroughly in all graffiti removal techniques and situations. Office staff customizes and develops sophisticated yet user-friendly data compilation for the customers. Management understands communication, priorities, follow through, and the importance of exceeding the customer's expectations.

GPC has extensive dealings with large government agencies and understands processes, procedures, work volume, documentation, and invoicing requirements associated with these customers. GPC can handle graffiti contracts of all sizes.

GPC does not have any commitments or potential commitments that may impact GPC's ability to perform this contract.

General Scope of Work

Overview

The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Vernon to control this problem. Graffiti Protective Coatings, Inc. specializes in these services with its “Zero-Tolerance Program”. Under GPC’s proven program each technician is fully equipped and trained to remove all graffiti.

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites requested by the City are removed no matter how small including but not limited to: all streets, sidewalks, private and City owned property, upper level locations, and all objects in the City Right of Way.

Work Plan

GPC has a warehouse located in the City in Bell. Usually at least a dozen trucks go in and out of that location daily. There is also upper management frequently at that location. Therefore with GPC, the City has no “windshield time” baked into costs or negative impacts on response time. For example, GPC provides neighboring contracted cities response times of typically 10 minutes or less. GPC is also able to custom match and store all required colors at our warehouse minutes from the City. Therefore, our techs waste little to time having to custom match colors and will never start painting all the buildings only a small handful of colors.

GPC is proud that it has been able to complete all projects without interruption during the past couple of years of COVID infections. GPC has an excellent COVID policy and a large well-trained workforce that combined with our proprietary software allows GPC to seamlessly interchange technicians. Although GPC prefers to keep their techs in assigned Zones, it should be comforting for the City to know that their service will always continue without interruption should an employee become unable to work in the short or long term.

Schedule of work (days, times, etc.)

GPC will be available 7 days per week, 24 hours a day, 365 days a year. Standard reactive and/or proactive work schedule will be five days per week for a minimum of 1 truck for the City of Vernon. GPC will perform 3 proactive patrols of areas defined by the City with input from GPC. GPC will respond to emergency requests on weekends and Holidays. GPC will provide additional standard vehicles at no additional surcharge as needed when needed.

Identification of Work

GPC will be responding to City staff requests, hotline calls, and possibly proactive patrols of areas assigned by City staff. GPC will meet with City staff as needed to discuss work orders, schedules, and areas to be maintained.

Assignment of Work

GPC prefers to put technicians in their own exclusive and specific City/zone. Technicians that are experts in their assigned geographic area gain efficiencies of drive time creating faster response times; more specific knowledge of neighborhoods, “hot spots”, and color matches creating better consistency; and the technicians are more accountable for the appearance of their City/zone creating higher quality. If requested, GPC will provide the City its App-Order software and a smartphone app equipped with the App-Order manager’s app to City staff for instant and easy communication.

GPC’s workday will start at 6am so that busy thoroughfares can be cleaned safely before heavy morning traffic. Each site cleaned will be photographed and documented using App-Order. Waivers will be obtained as needed.

GPC’s Vernon lead service technician, upon request, will check in with City staff at a specified time to review service requests and overall operations. City staff can monitor and manage work orders via the web in real-time or on the provided manager’s smartphone app.

GPC custom color matches all buildings to 98% or better. GPC will maintain the formulas as well as the inventory of labeled locations. Therefore, our touch-ups will always be 100% accurate. Our custom matches will include specific coatings and bases as needed for unique finishes. Many buildings are repeatedly tagged and would be damaged if quality of the removal does not account for the repeated volume, therefore GPC takes special care to properly prep all surfaces and then professionally apply only high quality finishes.

Additional Work and Emergencies

GPC knows from experience with the City that it will receive special event requests and emergency calls and has a proven history of meeting those needs.

Volunteering in the Community

GPC has a proven history of participating in City clean-up events and can be counted on to volunteer staff and resources for future City events.

Response Time

GPC will be available to the City 24 hours a day, 365 days a year. No matter what the Holiday or time, emergency after-hours calls will have a response time of less than 2 hours. Emergency number is (323) 464-4472.

- 1) **Emergencies**- less than 120 minutes
- 2) **Routine**- clean immediately upon spotting graffiti
- 3) **Citizen or City reported incidents**- typically no more than 8 working hours and not to exceed 12 working hours

Training

GPC offers employee's great pay, thorough training, and the best possible equipment. New hires at GPC must have a clean driving record, pass a drug test and background check, and meet GPC's extremely high minimum standards. New staff members train for 1 year as an assistant until getting the chance (upon merit) to take on the responsibility of one of GPC's routes.

During training they not only learn how to become skilled professionals at graffiti removal, but also how to recognize hazards. All GPC personnel will wear GPC uniforms, reflective safety vests, and will have cell phones for immediate and direct communication.

Training includes how to match colors, proper use and repair of all equipment, working with varying graffiti removers, appropriate use of blasting attachments, recognizing hot spots and areas of importance, the best times to attack various locations, and communicating with citizens and County staff.

GPC has an excellent safety record. GPC utilizes environmentally friendly biodegradable materials and techniques and will adhere to all Local, State, and Federal rules and regulations. GPC has an appointed Safety Officer who put together our extensive Injury and Illness Prevention Program. Some highlights of our Program in which all of our employees are trained include MSDS knowledge, driving techniques, personal safety gear protection, proper use of tools and equipment, hazard communication practices, recognizing potential hazards, and job site safety.

New employees also learn the importance of quality. Quality control is the responsibility of every GPC staff member. Quality of the removal is to be the highest standard, and also all graffiti removal must be 100% completed. Attention is directed at the importance of experience, details, and ethics. GPC accepts and performs only "excellent" quality from its staff and that is the standard that the City will receive from GPC.

GPC has a proprietary 100-point training program that all new employees must complete.

GPC staff will purchase supplies, services, and materials in Vernon whenever possible.

Methods for removal describing materials used

-Painting

On most previously painted surfaces (with the exception of *some* semi-gloss, gloss, oil based, powder coated, and anti-graffiti coated surfaces), the best method of removal is to prep and repaint graffiti affected areas with exact color matches. For the few exceptions listed in parentheses above, GPC possesses a graffiti remover that erases the graffiti without damaging the finish or color of those surfaces.

The choices for applying the graffiti removal touch-up paint are brush, 6" mini roller, 9" standard roller, or airless sprayer. If the area to be painted is less than 1 square foot, most likely a brush will be used. If the area to be painted is more than 1 square foot and less than 25 square feet a mini roller will be used. If the area to be painted is over 25 square feet or is extremely porous such as certain stucco finishes or painted block walls where the roller does not easily fill the grout

areas, then GPC will use an airless sprayer. If wind conditions or surroundings dictate a sprayer cannot be used, then a standard 9" roller will be used.

Preparation (prep), which includes adjacent surface protection, is vital in professional removal. Before the touch-up paint can be applied, the surface must be clean. If the graffiti is from a marker or dark spray paint on a light color, the graffiti will be "killed" with a primer. It is required to use a primer in these instances, otherwise, many rapid coats of paint will have to be applied which will lead to adhesion problems and will distort the texture of the surface.

GPC must now make the custom color of the surface. GPC will match the sheen of the surface, followed by the base, and then add colorants so that the touch-up is virtually undetectable. Once the paint is made, the formula is saved and the paint is labeled with the corresponding location. The advantage of near perfect color matches is that smaller areas can be touched-up without having to paint the entire surface, creating tremendous cost savings. All GPC techs are excellent color matchers and are extensively trained at on-site color matching.

The 32 colors most frequently used will be kept in the truck. GPC inventories all custom color matches. Each color is stored on racks by zone and route. GPC will maintain all color formulas and inventory at a centralized warehouse. Therefore, GPC touch-ups will always be 100% accurate. Colors not normally on the truck will be added in the morning based upon the work order locations received.

GPC applies the color using its "feathering" technique with the applicators listed above. The techs are trained to apply a thin even coat while blending out all the edges. There will be no drip marks or awkward squares. Upon completion, the touch-up will not be recognizable and no one will have known that site had been vandalized.

It is important to note that GPC uses only quality paint to prevent color fading, obtain better coverage, and prevent adhesion problems.

If the tech is in the field and finds a surface where the color cannot be matched on-site to 98% or better accuracy, the tech will temporarily cover with the graffiti with the closest color and bring a small sample to the warehouse. A custom color will be made and within 24 hours the field tech will have applied the custom color using the processes already discussed.

GPC utilizes drop cloths to protect the ground and landscaping from drops or spills. If vehicle(s) are too close to the work area, GPC with permission from the City staff, will reschedule for the most advantageous time. Techs are well trained and highly skilled which greatly limits the possibilities of adjacent surface damage. Plastic sheeting and tape is in every truck and will be used when necessary.

Extreme care and diligence is always utilized when using airless sprayers and graffiti removers to avoid overspray of cars, personal property, and pedestrians.

-Media Blasting

GPC removes graffiti from unpainted surfaces with soda blasting techniques. These can be performed wet or dry. For wet blasting, GPC utilizes water recovery and recycling equipment.

GPC possesses many water recovery units. The units are truck mounted and designed after a much larger CALTRANS model. The units are fully automatic zero discharge-closed loop wash water recovery system. The units remove all physical particles twenty microns and larger in size as well as absorbing petroleum hydrocarbons. It collects the wash water using a Vacuboom system, filters the water and returns the clean water to the main water tank. Water recovery units are in compliance with current wastewater regulations and requirements.

The media used for soda blasting is baking soda. Baking soda is FDA approved, non-toxic, and contains no free silica. It is also non-sparking, non-flammable, non-hazardous, and environmentally safe.

Equipment to be provided daily within contract

GPC trucks for the City of Vernon will be a mix of new or late model long bed heavy-duty pickups. *All* trucks are fully equipped and self-contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting. Therefore, each of our trucks are equipped with 3,500 psi 4gpm hot water pressure washers/ soda blaster, water tanks, water recovery units, .75-gpm gas powered airless paint sprayers, ladder, baking soda blaster attachments, and pressure washer hose reels. GPC's equipment is of the highest quality and all the trucks are specifically customized and designed for GPC graffiti removal techniques. GPC currently has all the equipment needed to fulfill this contract.

Mounted on the trucks are dual strobe lights and arrow sticks. The trucks possess a "Men Working" flag sign as well as enough cones to comply with WATCH handbook requirements. Inside the trucks are caution tape, respirators, first aid kits, MSDS sheets, safety equipment, and tools for repairs. Trucks are labeled

All GPC trucks for the City will always be fully equipped for all types of graffiti removal as stated above.

Technology

GPC provides its *App-Order* system at no additional charge. This electronic work order system is a green solution to work order management. The real-time web based software system creates tremendous efficiencies and significant cost savings for GPC and the City. The City is able to dispatch, route, and monitor work orders real-time via the web. The technicians are able to directly submit work order number, address, longitude and latitude, date, surface, method, square footage, cost, moniker, zones, public or private designation, utilities owner identification, time, remarks, comments, and before/after photos electronically in real-time to the City. System recognizes and records the technicians name as well as job start and stop times. Work order response times are also tracked.

Included if requested, GPC provides the City its own branded app on the App Store and Android Marketplace that residents download and use to report graffiti and other issues using their smartphones. Photos and GPS data from smartphone requests electronically feed into the web based system where it is electronically directed to GPC field staff. A seamless web link is also

included that allows residents to submit their requests from the City's website. Work orders are closed electronically in real-time with corresponding electronic notification of job status sent to the resident. Features include customized electronic response to citizen requests with before and after photographs as well as a link to an electronic survey. Survey lets residents rate the quality of services provided as well as the response time. Completed surveys are electronically sent in real-time to designated City staff.

GPC will share many parts its technology with the City for other service projects at no additional cost.

Each request will receive a work order number so that its status can be tracked. Once work requests have been received, App-Order maps out the locations on the technicians phone. All service requests will be completed within 24 hours, with the exception for inclement weather or other extraordinary circumstances that could cause a delay. City staff will be notified of any delays. Emergency requests will receive immediate response with an anticipated removal time of 2 hours or less. GPC is available and on-call 24-hours a day, 7 days a week. City staff will be provided a mobile device for creating, viewing, and mapping all of GPC's work orders.

The system is role based and is user friendly. City staff can print current and real-time custom reports and graphs within seconds on-line. App-Order shows in real-time open/closed work orders, response time, billing, and reports. It also separates out costs for different surfaces, technicians, methods, and zones. Billing and reports can also be exported to excel spreadsheets in mere seconds. Law enforcement is provided passwords so they can map, search, and track vandal activity as well as get instant and real-time billing reports and photos for apprehended taggers.

All data collected in the work order system for this project is the property of the City. GPC created and owns the software; so many custom features can be easily added with no additional cost.

Fees and Costs

There is minimal data provided on expected quantity of work or how work will be specifically divided among GPC staff and City staff. **GPC's pricing is therefore negotiable depending upon volume and consistency of requests.** The City is welcome to provide a Not To Exceed amount within its budget limits. GPC software keeps real-time status of costs.

Standard Fees

Weekdays

All surfaces \$0.50 per square foot with \$35 minimum charge per location.

Weekends and Holidays

All surfaces \$0.75 per square foot with \$50 minimum charge per location.

Additional Fees

Bucket truck requests require \$500 additional surcharge per location.

Ability of the Proposer to Perform

Estimated LABOR-HOUR ALLOCATION CHART (*per week worked*)

	# Employees GPC	Field Work (hours)	Management (hours)	Administrative (hours)
Field Work	1	4	0	0
Management	1	0-1	0-1	0
Administrative	1	0	0	0-1

Key Personnel- Qualifications and Experience

Key personnel for this proposal are Jesus Rodriguez, Carla Lenhoff, and Mary Anderson. GPC has allocated some its best staff for this project. GPC also has the proper number of staff committed to this project to ensure high customer satisfaction.

Jesus Rodriguez will have day-to-day responsibility for this project and is the project manager.

Biographies:

- **Jesus Rodriguez- Staff/ Project Manager**

419 N. Larchmont Blvd. #264

Los Angeles, CA 90004

(213) 591-1153/ Fax (323) 656-3579

GPCLA@MSN.COM

Jesus has 20 years experience in graffiti removal and 18 years experience as a project leader. Jesus provides a high level of workmanship and customer service. He has been the model of consistency. He will work to be experienced with the City geography, residents, business owners, and City staff. The City cannot find a technician more proven or with a better understanding of the scope of services for this contract than Jesus. Besides Jesus' excellent workmanship, his ability to interact with the public as a representative of both GPC and the City is invaluable and was why he was chosen specifically for this project.

- **Carla Lenhoff- President/ Admin Manager**

419 N. Larchmont Blvd. #264

Los Angeles, CA 90004

(213) 591-1153/ Fax (323) 656-3579

GPCLA@MSN.COM

Carla is the President of the company with 30 years experience in the graffiti removal industry. Carla will be the administrative lead for the contract. Carla attended the University of Texas. Carla created the company's culture of unprecedented customer service, which she brought with her after serving as store director of Escada Corporation in Beverly Hills. Carla makes all new hires seeking people that possess the "intangibles". GPC has experienced consistent growth under her leadership, amassing diversified and loyal clientele. Carla will insure that all administrative tasks relating to this contract are seamlessly fulfilled.

- **Mary Anderson- Project Administrator**

419 N Larchmont Blvd. # 264

Los Angeles, CA 90004

(213) 591-1153/ Fax (323) 656-3579

GPCLA@MSN.COM

Mary has 19 years experience in accounts receivable. She is instrumental in maintaining positive customer relations. Mary also provides analysis of App-Order data specific to account activity for invoicing. She also prepares reports for payroll staff to facilitate certified payrolls. Mary will be the daily point of contact for the contract for administrative solutions. Mary emphasizes the company's culture of unprecedented customer service. Mary understands GPC's business philosophy and goal of making GPC the apex in quality and service.

References

City of Bell

Mr. Gabino Luna

(323) 773-1596

gluna@cityofbell.org

City of Torrance

Ms. Nina Schroeder

(310) 781-7151

NSchroeder@TorranceCA.gov

City of Long Beach

Mr. Thomas Marshall

(562) 577-4790

Thomas.Marshall@longbeach.gov

City of San Jose
Ms. Olympia Williams
(408) 535-3540
Olympia.Williams@sanjoseca.gov

Conclusion

GPC has always provided the highest quality services at low prices. Unlike its competition, GPC has never failed to complete a contract or been terminated. GPC's service is Best in Class in every level of its operations.

There is no better indicator of future success than past performance

EXHIBIT C
EQUAL EMPLOYMENT OPPORTUNITY
PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Agreement, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Agreement shall be construed in any manner as to require or permit any act which is prohibited by law.

City Council Agenda Item Report

Submitted by: Andrew Eguia
Submitting Department: Public Works
Meeting Date: December 6, 2022

SUBJECT

Arbor Day Proclamation and Application for Tree City USA 2022

Recommendation:

- A. Proclaim December 6, 2022 as Arbor Day in the City of Vernon; and
- B. Authorize the Public Works Department to submit an application to the Arbor Day Foundation for Vernon to be certified a Tree City USA for 2022.

Background:

The Arbor Day Foundation's Tree City USA Program was founded on a vision for a greener, healthier America. The Public Works Department seeks Council's authorization to apply for a Tree City USA designation to publicly demonstrate the City's commitment to the environment, and position Vernon as an attractive place to live and work. There are four (4) requirements that must be met prior to the submittal of a Tree City USA application to ensure that every qualifying community has a viable tree management program. With the Proclamation Declaring December 6, 2022 as Arbor Day in Vernon, the City will meet all of the requirements noted below:

1. Designate a responsible Tree Board/Department
2. Possess an adopted Tree Ordinance
3. Implement a Community Forestry Program with an annual budget of at least \$2 per capita; and
4. Proclaim and Observe Arbor Day.

Upon meeting these requirements, Vernon will be named a Tree City for the fourth consecutive year.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Arbor Day Proclamation](#)
2. [Arbor Day Tree City Application - Online Form](#)
3. [Application Certification](#)



**A PROCLAMATION OF THE MAYOR AND THE CITY COUNCIL OF
THE CITY OF VERNON DECLARING DECEMBER 6, 2022 AS
ARBOR DAY**

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed annually throughout the nation and the world at various times during the year; and

WHEREAS, trees can be an important tool in combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitats for wildlife; and

WHEREAS, the City of Vernon recognizes the importance of trees in our daily lives as a source of beauty and comfort by improving community appearance, creating a healthier living environment, promoting energy conservation, moderating temperature and providing shade, heat reflection and wind protection, and improving air quality; and

WHEREAS, the City of Vernon is committed to continuing its tree-planting endeavors; and

WHEREAS, to promote community awareness of the importance of trees, the Mayor and City Council of the City of Vernon, on behalf of its employees, residents, and businesses, encourage all citizens to plant trees to promote the wellbeing of present and future generations.

NOW, THEREFORE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF VERNON, ON BEHALF OF ITS EMPLOYEES, RESIDENTS AND BUSINESSES HEREBY DECLARE DECEMBER 6, 2022, AS ARBOR DAY.

CITY OF VERNON

By: _____
LETICIA LOPEZ, Mayor





SAVE & LOGOUT

What category best describes your community?*

City

Social media channels for city and/or department

City’s Forestry Department Website

Facebook

Twitter

*Generic email address for city government (Example: forestry@cityname.com)

cityclerk@cityofvernon.org

Mayor or Equivalent Information

*Mayor Name

*First

Leticia

*Last

Lopez

*Professional Title

Mayor

Mayors Address

*Address Line 1

4305 Santa Fe Avenue

Address Line 2

*City

Vernon

*State/Region

California

*ZIP/Postal Code

90058

*Email Address

llopez@cityofvernon.org

*Phone Number

☒ US/Canada ☐ Outside US

323-583-8811

US: 402-555-1212

City Forestry Contact

(This is the person from your community we will be reaching out to if we have any questions about the application.)

*City Forestry Contact's Name

*First Name

Manuel

*Last Name

Garcia

***Professional Title**

Deputy Director of Public Works

***Shipping Address for Recognition Materials**

***Address Line 1**

4305 Santa Fe Avenue

Address Line 2

***City**

Vernon

***State/Region**

California

***Zip/Postal Code**

90058

***City Forestry Contact's Email Address**

mgarcia@cityofvernon.org

***Phone Number**

☒ US/Canada ☐ Outside US

323-583-8811

US: 402-555-1212

☐

If my application is approved, I DO NOT wish to have my name and email included on the Tree City USA member resource directory (only available to other recognized Tree City USA communities.)

PR/Communications Contact:

First Name

Last Name

Professional Title

Address

Address Line 1

Address Line 2

City

State/Region

Please Select

Zip/Postal Code

Email

Standard 1 - A Tree Board or Department

***Select which best describes your community**

Community has a Department Chair or C

Department Chair/City Manager

Department Chair/City Manager Name

***First**

Daniel

***Last**

Wall

***Professional Title**

Director of Public Works

***Phone**

☒ US/Canada ☐ Outside US

323-583-8811

US: 402-555-1212

Address

***Address Line 1**

4305 Santa Fe Avenue

Address Line 2

***City**

Vernon

***State/Region**

CA

*ZIP/Postal Code

90058

*Email Address

dwall@cityofvernon.org

Standard 2 - A Community Tree Ordinance

*Date current tree ordinance was established

x

11/18/2019

...

Our ordinance below*

- ☒ Uploaded files have not changed
- ☐ Our ordinance has been updated this past calendar year and I have updated.

Our attached ordinance:

- ☒ Is in effect 24/7/365
- ☒ Addresses, at the very least, all public trees in our community
- ☒ Delegates authority over all public trees in our community

Copy and paste relevant language from your community’s uploaded ordinance addressing delegation or authority over public trees in the box below.

Section 22.134
"This article provides full power and authority over the planting, removing and cutting of trees located within public property in the city."

- ☒ Has clear guidance on the protecting, planting, maintaining, and/or removing public trees

Copy and paste relevant language from your community’s uploaded ordinance addressing clear guidance over public trees in the box below

Section 22.140
"Care shall be exercised by all individuals, developers and contractors working near preserved trees so that no damage occurs to such trees. All construction shall preserve and protect the health of trees to remain, relocated trees and new trees planted to be replaced those removed in accordance with the following measures."

Section 22.141
"With available resources, the city shall implement practices to prevent the removal of existing public trees whenever possible."

Section 22.143
"The Director in conjunction with the Public Works Department staff shall review all plans for new development in the city and may require as a condition of approval of a project that a particular number of street trees of the species desired in SEction 22.144 be planted in accordance with this

* Attach File

Each applicant is required to upload their community's current tree ordinance.

Attachments		UPLOAD ATTACHMENT
NAME	CREATED DATE	
COV Tree Ordinance No. 1263	Nov 7, 2022 11:00:31 PM UTC	View Edit Download Delete

If sharing a URL, please ensure it is a public webpage, not a link to a document sharing platform (e.g. Google Docs or Dropbox)

Standard 3 - A community forestry program with an annual budget of at least \$2 per capita

Please answer the questions below with the full numerical amounts and do not use symbols or commas. (i.e. 5000.01 not \$5,000.01). If a category does not apply to you, please enter 0.

For a list of qualifying expenses, [click here](#).

*** Community Population**

222

*** Tree Planting and Initial Care**

Include cost of tree purchases, labor and equipment for planting, planting materials, stakes, wrapping, watering, mulching, competition control, etc.

88055

*** Tree Maintenance**

Include pruning, insect and disease management, fertilization, watering, etc.

78670

*** Tree Removal**

Include cost of equipment, supplies, labor, etc.

1152

*** Management**

Include public education, professional training, memberships, salaries, street and park tree inventory.

19325

Utility Line Clearance

(If allowed by your state coordinator).

*** Volunteer Time**

Number of volunteer hours and other contributions from civic organizations.

Correct Examples:

- 10
- 12
- 284
- 3778

Incorrect Examples:

- 10 hrs
- 12 hours
- \$284.94
- 3,678

0

Other

Include any other expenses not mentioned.

0

Please specify other expenses (if applicable)

N/A

TOTAL Expenditure Per Capita: 843.25

TOTAL Expenditures: 187202.00

Community Tree Management Statistics

Please include only whole numbers below.

*Number of Trees Planted

9

*Number of Trees Pruned

631

*Number of Trees Removed

6

Attach Files

Annual work plan (if required by your state).

Attachments

UPLOAD ATTACHMENT

NAME	CREATED DATE
No Data	

If sharing a URL, please ensure it is a public webpage, not a link to a document sharing platform (e.g. Google Docs or Dropbox)

Supporting budget document(s).

Attachments

UPLOAD ATTACHMENT

NAME	CREATED DATE
No Data	

If sharing a URL, please ensure it is a public webpage, not a link to a document sharing platform (e.g. Google Docs or Dropbox)

Standard 4 - An Arbor Day Observance and Proclamation

How did your city celebrate Arbor Day during the 2022 calendar year?

Date observance was held

x 12/6/2022 ...

Did your community's Arbor Day celebration include any type of participation from K-12 schools?*

☐ Yes ☒ No

Attach Your Signed Arbor Day Proclamation*

Attachments

UPLOAD ATTACHMENT

NAME	CREATED DATE
No Data	

If sharing a URL, please ensure it is a public webpage, not a link to a document sharing platform (e.g. Google Docs or Dropbox)

Supplemental files

This can be a program from your Arbor Day events, photos, or press releases.

Attachments

[UPLOAD ATTACHMENT](#)

NAME	CREATED DATE	
Vernon Tree Summit 3-16-22	Nov 28, 2022 10:08:48 PM UTC	View Edit Download Delete

If sharing a URL, please ensure it is a public webpage, not a link to a document sharing platform (e.g. Google Docs or Dropbox)

What is something that has changed in your community as a result of earning Tree City USA recognition?*

Through Tree City USA recognition, the City of Vernon has displayed our interest to the general public in increasing the tree canopy. The City has partnered with Tree People most recently to help produce a data-driven analysis of current conditions and demonstrate possible tree canopy opportunities over impervious surfaces of land. Through this breakdown, the Public Works Department has made it a priority to incorporate the inclusion of tree planting opportunities for both frontage and on-site developments within plan checking and planning stages. As well, Vernon's first Tree Summit and Community Roundtable was hosted on March 16th, 2022 that presented a discussion about tree planting and the benefits that can be provided to the community such as cleaner air, increasing shade, and improving soil health. All attendees who RSVPed and attended the event were also provided with a free fruit or shade tree to be planted at home.

Trees are an important solution to urban issues. Increasing tree canopy can lead to improved human health and climate resilience. How is your city or town identifying neighborhoods that need trees most? What resources would assist you in planting and caring for trees in these areas?

An effective type of resource the City would benefit from for future tree planting programs within the City of Vernon would be the opportunity to have more preliminary studies performed that can identify actual tree planting locations within public right-of-way, in that way the City can lead the community in planting efforts by taking matters into our own hands. With the assistance in identifying locations, relying on the expertise of arbor professionals, the City can have a guideline to planting trees in the most functional and optimal areas with proper evidence to back up the purpose.

Signature Form

*** Before you print off your signature form, all sections of the application must be complete.**

To finalize your application, you will need to obtain a signature of your mayor or top city official. Your application requires the appropriate signature to be complete.

Click on the button below to populate your mayor signature page. (You will need to push this button anytime you make revisions to your application.)

[POPULATE SIGNATURE PAGE](#)

[Download Mayor Signature Form](#)

- ☐ Scan and upload the signature form
- ☒ Email the signature form to the Arbor Day Foundation

Email signature form to treecity@arborday.org

Arbor Day Foundation staff will upload the email signature form and attach it to your application within two business days.



By checking this box, if my application is approved, I agree to have my name and email included on the Tree City USA Member Resource Center Directory. This resource is only available to other recognized Tree Cities and may be made available to qualified researchers studying municipal urban forestry for surveying purposes.



By checking the box, you are granting the Arbor Day Foundation and its assigns, licensees, successors, representatives, employees, program partners, and agents (collectively, the “Arbor Day Foundation”), the irrevocable and unrestricted right to use uploaded images from this application. You grant the Arbor Day Foundation the irrevocable right to use, copy, prepare derivative works from, distribute, and publish the provided photographs in any medium or means of distribution, including print, social media sites such as Facebook and Twitter and in Arbor Day Foundation publications or on its website, for any lawful commercial or other purpose, and to register the copyright of such photographs throughout the world. By granting rights to the photos, you are representing that you own the rights to the uploaded pictures on this application and that Arbor Day Foundation has permission to use said photos.

By submitting your application, you agree to the [Tree City USA terms and conditions.](#)

Please press the submit button below, once your application is complete. A successfully submitted application will redirect you to a new page. If you are not redirected, please scroll to the top of your application to see a notification of what information is missing/incorrect in order to submit your application.

SUBMIT



2022 Tree City USA

Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2022 calendar year.

Primary Contact

Contact Name Manuel Garcia

Email Address: mgarcia@cityofvernon.org

Phone Number:

Address: 4305 Santa Fe Avenue
Vernon, CA 90058

City of Vernon, California Community Information

Select Which Best Describes Your Community: Community has a Department Chair or City Manager

Ordinance Date: Nov 18, 2019

[Ordinance Uploaded](#)

Per Capita Expenditure: .00

Arbor Day Date: Dec 6, 2022

[Proclamation Uploaded](#)

As Mayor or Equivalent of the Community of City of Vernon

Mayor or Equivalent Signature

Title

Date

Application Certification

To Be Completed By The State Forester:

City of Vernon

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2022 calendar year, having in my opinion met the four standards required for recognition.

State Forester Signature

Title

Date

City Council Agenda Item Report

Submitted by: Joanna Moreno
Submitting Department: Public Utilities
Meeting Date: December 6, 2022

SUBJECT

Amendment No. 1 to the Services Agreement with Harper & Associates Engineering, Inc.

Recommendation:

- A. Approve and authorize the City Administrator to execute Amendment No. 1 to the Services Agreement with Harper & Associates Engineering, Inc., in substantially the same form as submitted, in an amount not-to-exceed \$50,000 for Coating Inspection Services for Six Above Ground Steel Reservoirs; and
- B. Authorize a contingency amount of \$15,000 in the event of unforeseen changes or delays in the project and grant authority to the City Administrator to issue amendments for an amount up to the contingency amount, if necessary.

Background:

On March 2, 2021, City Council approved a Services Agreement with Harper & Associates Engineering, Inc. (HAE) for Coating Inspection Services for Six Above Ground Steel Reservoirs (HAE Agreement). The scope of work included quality control inspection for the coating and rehabilitation of the three reservoirs located at Pumping Plant 3 (PP3) and the three reservoirs located at Pumping Plant 2 (PP2).

On March 3, 2021, City Council authorized the award of a Construction Contract for the Rehabilitation of Reservoirs 3-1, 3-2, and 3-3 (PP3 Project) to Capital Industrial Coatings, Inc. (CIC). Three change orders for the PP3 Project were subsequently approved. Change Order No. 1 included additional area to be coated and painted and additional scope to remove and install new weir boxes, while Change Order No. 2 addressed structural concerns, and Change Order No. 3 granted an additional 110 calendar days to complete the project. The PP3 Project was substantially completed in July 2022.

On April 5, 2022, City Council authorized the award of a Construction Contract for the Rehabilitation of Reservoirs 2-1, 2-2, and 2-3 (PP2 Project) to CIC. Reservoir 2-3 has been completed, and CIC is currently working on Reservoir 2-1.

As a result of the unanticipated increase in work and time necessary to complete the PP3 Project, additional inspection time by HAE was also needed. Moreover, the changes required for the PP3 Project prompted staff to request that HAE modify the plans and specifications for the PP2 Project before issuing the Request for Bids to ensure those changes to the PP3 Project were incorporated into the PP2 Project. Due to the additional time and work required for the PP3 Project, staff requests the approval of Amendment No. 1 to the HAE Agreement to allow that contractor to complete inspection services for the remaining two reservoirs for the PP2 Project. Working on Reservoir 2-1 and 2-2 concurrently will ensure the cost-effectiveness of this work.

Amendment No. 1 will increase the services agreement with HAE by \$50,000, increasing the total contract amount to \$250,000. Furthermore, staff recommends the approval of a

contingency amount of \$15,000 in the event of unforeseen changes or delays in the related reservoir rehabilitation projects resulting in a need for additional inspection services by HAE. The necessary coating inspection services are included in the Water System Revenue Bonds, 2020 Series A, and will be funded with bond proceeds.

Amendment No. 1 has been reviewed and approved as to form by the City Attorney's Office.

Fiscal Impact:

The fiscal impact is an addition of \$50,000 to the service agreement for an amended total amount of \$250,000 and contingency amount of \$15,000. Sufficient funds for inspection services are available in Vernon Public Utilities Water Fund, Capital Outlay Account No. 020.1084.900000 for the current fiscal year.

Attachments:

[1. Amendment No. 1 with Harper & Associates Engineering](#)

**AMENDMENT NO. 1 TO THE SERVICES AGREEMENT BETWEEN THE CITY OF
VERNON AND HARPER & ASSOCIATES ENGINEERING, INC.
FOR COATING INSPECTION SERVICES FOR SIX ABOVE GROUND STEEL
RESERVOIRS**

This Amendment ("Amendment No. 1") to that certain Agreement for coating inspection services for six above ground steel reservoirs (the "Agreement"), is made as of December 6, 2022, by and between the City of Vernon, a California charter city and municipal corporation (the "City"), and Harper & Associates Engineering, Inc., a California corporation ("Contractor").

WHEREAS, the City and Contractor are parties to a written Agreement dated March 1, 2021, under which Contractor provides coating inspection services for six above ground steel reservoirs; and

WHEREAS, in light of additional required work, the City and Contractor desire to amend the Agreement, effective December 6, 2022, to increase Contractor's total compensation by an amount not to exceed \$50,000.00 for additional coating inspection services for Reservoirs 2-1 and 2-2. Additional work includes inspection hours required to complete rehabilitation of Reservoirs 3-1, 3-2, and 3-3 due to additional necessary construction work, and revision of specifications for the rehabilitation of Reservoirs 2-1, 2-2, and 2-3. A copy of the correspondence dated November 11, 2022, provided by Contractor is attached hereto as Exhibit A.

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

1. Effective as of December 6, 2022, the total compensation for term of the Agreement, from March 1, 2021 through February 29, 2024, shall not exceed \$250,000.00.
2. Except as expressly modified by this Amendment No. 1, all provisions of the Contract shall remain in full force and effect.
3. The provisions of this Amendment No. 1 shall constitute the entire contract of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.
4. The person or persons executing this Amendment No. 1 on behalf of each of the parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

By: _____
Carlos Fandino, City Administrator

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa,
City Attorney

Harper & Associates Engineering, Inc., a
California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A



HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671
Phone (951) 372-9196 Fax (951) 372-9198

MEMORANDUM

Date: November 11, 2022

To: Joanna Hurtado Moreno
City of Vernon

From: Krista Harper

Subject: Additional Quality Control Inspection for Tanks 2-1 and 2-2

As discussed on the phone, HAE is close to using the original estimated hours for the Quality Control Inspection for both sites (Tanks 3-1, 3-2, & 3-3 and Tanks 2-1, 2-2, & 2-3). The only tanks remaining to finish are Tank 2-1 and 2-2. Tank 2-3 required 45 working days of inspection to complete. The Contractor is starting the work at Tank 2-1 next week. As soon as 2-3 is put back into service, Tank 2-2 will also be out of service. The Contractor will be able to work on both tanks at the same time, so it is estimated the remaining inspection hours needed will be 70 working days.

70 working days @ 8 hrs. = 560 hours @ \$86/hr. = \$48,160

If the Contractor accomplishes the work in less time the above cost will be reduced. Should the Contractor fail to achieve the schedule, project's completion would be extended accordingly, resulting in additional inspection time and cost

If you have any questions regarding the proposal, do not hesitate to contact me at (951) 372-9196.

Sincerely,

Krista Harper, P.E.
Principal Engineer

City Council Agenda Item Report

Submitted by: Sergio Canales
Submitting Department: Public Works
Meeting Date: December 6, 2022

SUBJECT

Final Parcel Map No. 83466 for Torrance Logistics Company, LLC

Recommendation:

- A. Find that the proposed action is exempt from California Environmental Quality Act (CEQA) review, in accordance with CEQA Guidelines Section 15315, because the project consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels, the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent;
- B. Find that Final Parcel Map No. 83466 is in substantial conformance with Tentative Parcel Map No. 83466; and
- C. Direct staff to submit Final Parcel Map No. 83466 for Torrance Logistics Company, LLC, located at 2709 37th Street, to the Los Angeles County Recorder for recordation.

Background:

On September 21, 2021, the City Council approved Resolution No. 2021-30 (Attachment 1) approving, with conditions, Tentative Parcel Map No. 83466 for Torrance Logistics Company, LLC (Torrance Logistics), to subdivide property located at 2709 37th Street in conformance with the City's subdivision ordinance and the Subdivision Map Act. The project entailed the subdivision of an existing lot approximately 16.83 acres into two lots of 13.69 acres and 3.14 acres in conformance with the City Subdivision Ordinance and Subdivision Map Act. Torrance Logistics has completely satisfied the requirements of the Conditions of Approval in Resolution No. 2021-30.

PI Development, LLC on behalf of Torrance Logistics, property owner, has submitted Final Parcel Map No. 83466 for approval (Attachment 2). The Final Parcel Map has been checked and approved by the County of Los Angeles for mathematical accuracy, survey analysis, title information and compliance with the Subdivision Map Act. The Final Map is consistent with the Vernon General Plan, the Subdivision Map Act, and the Vernon Municipal Code. The location of the parcels created by the Final Parcel Map substantially comply with the previously approved Tentative Parcel Map. All conditions of approval related to the parcel map have been satisfied and staff recommends that Final Parcel Map No. 83466 be approved.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

- 1. [Resolution No. 2021-30](#)
- 2. [Final Parcel Map 83466](#)

RESOLUTION NO. 2021-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
GRANTING TENTATIVE PARCEL MAP NO. 83466 TO TORRANCE
LOGISTICS COMPANY, LLC TO SUBDIVIDE THE PARCEL LOCATED AT
2709 37TH STREET

SECTION 1. Recitals.

- A. PI Development, LLC has applied for a tentative parcel map, on behalf of the property owner of 2709 37th Street, Torrance Logistic Company, LLC (collectively the “Applicant”).
- B. Applicant has submitted Tentative Parcel Map No. 83466 (“Parcel Map”) consisting of two Parcels located at 2709 37th Street.
- C. Parcel 1 contains approximately 596,342 square feet, or 13.69 acres of land and has approximately 393.3 feet frontage on 37th Street. Parcel 2 contains approximately 136,664 square feet, or 3.14 acres of land and has approximately 290.8 feet frontage on 37th Street and 377.7 feet frontage on Soto Street.
- D. Combined Parcels 1 and 2 are approximately 733,006 square feet, or 16.83 acres.
- E. 37th Street and Soto Street are both of adequate size to handle the traffic generated from the proposed Project.
- F. The domestic and industrial waste from the proposed Project will be discharged into the City of Vernon sewer system in accordance with the Los Angeles County Sanitation District’s ordinance and will not result in violation of existing requirements as described by the Los Angeles Water Quality Control Board.
- G. The proposed Project site is surrounded by industrial and warehousing uses that are compatible with the proposed Project. The Project site is located in the (C2) Commercial Overlay District and the (T) Truck and Freight Terminal Overlay District of the I-Zone of the City, and is designated as “Industrial” by the City of Vernon General Plan and Zoning Map.
- H. The Project is categorically exempt from review under the California Environmental Quality Act (CEQA) in accordance with Section 15315, Class 15 “Minor land division of industrial property into four or fewer parcels”, of the CEQA guidelines, because the proposed division of property is in an area zoned “Industrial,” it is in conformance with both the City of Vernon General Plan and the City of Vernon Zoning Code. Additionally, no variances or exceptions are required for the proposed Project, all services and access to the proposed Project meet the City of Vernon Code standards. Finally, the Project site was not involved in a division of a larger parcel within the previous two years, and the Project site does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk’s office.

I. The City Council has received a Staff Report, dated September 21, 2021, and written and oral supporting evidence upon which it has relied in making the foregoing recitals.

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

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

SECTION 3. The City Council of the City of Vernon hereby finds that the Project is categorically exempt from the California Environmental Quality Act pursuant to Guideline 15315 for the reasons set forth above.

SECTION 4. The Tentative Parcel Map No. 83466 is hereby granted to Applicant to subdivide 16.83 acres into two parcels located at 2709 37th Street, subject to the following conditions:

a. Applicant shall regrade the subject parcels to ensure that drainage from both parcels drain independently into the storm drain and does not cross property lines or onto the railroad right-of-way. Applicant shall ensure that all drainage is treated in accordance with NPDES Standards before entering the public right-of-way. Prior to grading, Applicant shall implement a Stormwater Pollution Prevention Plan. During grading, Applicant shall ensure frequent watering of the soil on the Project site, to the satisfaction of the Director of Public Works, and in accordance with South Coast Air Quality Management District standards.

b. Applicant shall independently serve each parcel with utilities. Any utility crossing the property line shall be terminated. No cross-lot surface drainage shall occur between Parcels 1 and 2 of Tentative Parcel Map No. 83466.

c. Applicant shall completely remove any abandoned utilities and utility vaults adjoining the subject parcels.

d. Applicant shall provide an electrical easement to the City of Vernon for all future City light and power electrical lines and facilities serving power to any buildings located on the Project site.

e. As part of the future site development, defined as vertical construction of a building or permanent structure, Applicant shall dedicate to the City portions of land adjoining the subject parcels in order to widen 37th Street, Soto Street and the Northwest corner of 37th and Soto in accordance with the City of Vernon's Master Plan of Streets. The corner radius at property line shall be 52-feet.

f. Applicant shall pave and stripe the parking lot, loading areas, and fire roads in accordance with City of Vernon Standards.

g. As is required by the Los Angeles County Fire Department, Applicant shall install one (1) new public fire hydrant on Parcel 1 of Tentative Parcel Map No. 83466 as shown on the plan attached herewith as Exhibit "A". The required fire flow shall be 1,750 gallons per minute ("GPM") at 20 pounds per square inch ("PSI") for two (2) hours. The Applicant shall ensure that vehicular access be provided and maintained serviceable throughout construction. The new public fire hydrant shall be tested and accepted prior to construction. All required fire hydrants shall be installed, tested and accepted or bonded prior to Final Map approval. Water improvement plans for the required new public fire hydrant shall be submitted from the local water purveyor through epicla.lacounty.gov for review and approval prior to installation.

h. Applicant shall comply with all other applicable state, federal and local laws and regulations.

SECTION 5. The City Clerk shall certify the passage and adoption of this resolution and enter it into the book of original resolutions.

APPROVED AND ADOPTED this 21st day of September, 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:

Zaynab N. Moussa

CCF8BAD44CED46E...

ZAYNAB N. MOUSSA,
Interim City Attorney

I CERTIFY THAT THE FOREGOING RESOLUTION NO. 2021-30 was passed and adopted by the City Council of the City of Vernon at the Regular meeting on September 21, 2021 by the following vote:

AYES: 5 Council Members: Larios, Lopez, Merlo, Davis, Ybarra

NOES: 0

ABSENT: 0

ABSTAIN: 0

DocuSigned by:

Lisa Pope

9F43A1B0C2E44A8...

LISA POPE, City Clerk
(seal)



911

City Council Agenda Item Report

Agenda Item No. COV-721-2021
Submitted by: Jazmine Hooks
Submitting Department: Public Works
Meeting Date: September 21, 2021

SUBJECT

Tentative Parcel Map No. 83466 for Torrance Logistics Company, LLC Located at 2709 East 37th Street

Recommendation:

A. Find that the proposed action is categorically exempt from the California Environmental Quality Act (CEQA) under Section 15315, Class 15 "Minor land division of industrial property into four or fewer parcels," of the CEQA guidelines, because the proposed division of property is in an area zoned Industrial, it is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous two years, and the parcel does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk's office; and

B. Adopt Resolution No. 2021-30 granting Tentative Parcel Map No. 83466 to Torrance Logistics Company, LLC to subdivide the parcel located at 2709 East 37th Street.

Background:

PROJECT

PI Development, LLC on behalf of Torrance Logistics Company, LLC, property owner (Applicant), has submitted Tentative Parcel Map No. 83466 (Parcel Map) to subdivide an existing lot into two (2) lots located at 2709 37th Street (Project). The details of the proposed parcels are as follows:

Parcel 1

Lot Square Feet: 596,342

Acreage: 13.69

Buildings: 6

Building Sq. Ft.: 65,768

Parcel 2

Lot Square Feet: 136,664

Acreage: 3.14

Buildings: 5

Building Sq. Ft.: 15,250

Total

Lot Square Feet: 733,006

Acreage: 16.83

Buildings: 11

Building Sq. Ft.: 81,018

Additionally, Parcel 1 has an approximate 393.3' frontage on 37th Street while Parcel 2 has approximate 290.8' and 377.7' frontages on 37th Street and Soto Street, respectively. The Applicant also plans to demolish the buildings, modify the utilities, and repave/stripe the lot for trailer parking.

Per the City's Master Plan of Streets, 37th Street and Soto Street are required to be 100 feet wide with 8-foot sidewalks along the frontage of the subject site. As a condition of approval, the applicant will be required at the time of future site development, defined as vertical construction of a building or permanent structure, to widen the sidewalk along 37th Street and Soto Street, including the curb return in accordance with the City of Vernon Master Plan of City Streets. 37th Street and Soto Street are of adequate size to handle the traffic generated from the proposed use.

The proposed Project site is surrounded by industrial and warehousing uses that are compatible with the proposed use. Water and sewer services for the Project site will continue to be provided by the City of Vernon. The domestic and industrial waste from the proposed Project will be discharged into the City's sewer system. The discharge will be in accordance with County Sanitation District's ordinance and will not result in violation of existing requirements as described by the Los Angeles Water Quality Control Board (Sec. 66474.6). A soils report was previously prepared for the site and no expansive soil or other soil issues were found.

ZONING AND GENERAL PLAN CONSISTENCY

The proposed Project site is located in the (C2) Commercial Overlay District and the (T) Truck and Freight Terminal Overlay District of the I-Zone of the City, and is designated as "Industrial" by the City of Vernon General Plan. The Project site will not change and the subdivision of the parcel will comply with all applicable policies and procedures, including the City's Zoning Code and Subdivision Ordinance.

CEQA DETERMINATION AND ENVIRONMENTAL CONSIDERATIONS

The proposed Project site is surrounded by industrial and warehousing uses that are compatible with the proposed Project. The Project is categorically exempt from review under the California Environmental Quality Act (CEQA) in accordance with Section 15315, Class 15 "Minor land division of industrial property into four or fewer parcels", of the CEQA guidelines, because the proposed division of property is in an area zoned "industrial," it is in conformance with both the City of Vernon General Plan and the City of Vernon Zoning Code. Additionally, no variances or exceptions are required for the proposed Project, and as detailed above, all services and access to the proposed Project meet the City of Vernon Code standards. Finally, the Project site was not involved in a division of a larger parcel within the previous two (2) years, and the Project site does not have an average slope greater than 20 percent. Therefore, a Notice of Exemption will be filed with the County Clerk's office.

CONDITIONS

It is recommended that the Parcel Map be approved with the following conditions:

- a. Applicant shall regrade the subject parcels to ensure that drainage from both parcels drain independently into the storm drain and does not cross property lines or onto the railroad right-of-way. Applicant shall ensure that all drainage is treated in accordance with NPDES Standards before entering the public right-of-way. Prior to grading, Applicant shall implement a Stormwater Pollution Prevention Plan. During grading, Applicant shall ensure frequent watering of the soil on the Project site, to the satisfaction of the Director of Public Works, and in accordance with South Coast Air Quality Management District standards.

- b. Applicant shall independently serve each parcel with utilities. Any utility crossing the property line shall be terminated. No cross-lot surface drainage shall occur between Parcels 1 and 2 of Tentative Parcel Map No. 83466.
- c. Applicant shall completely remove any abandoned utilities and utility vaults adjoining the subject parcels.
- d. Applicant shall provide an electrical easement to the City of Vernon for all future City light and power electrical lines and facilities serving power to any buildings located on the Project site.
- e. As part of the future site development, defined as vertical construction of a building or permanent structure, the Applicant shall dedicate to the City portions of land adjoining the subject parcels in order to widen 37th Street, Soto Street and the Northwest corner of 37th and Soto in accordance with the City of Vernon's Master Plan of Streets. The corner radius at property line shall be 52-feet.
- f. Applicant shall pave and stripe parking lot, loading areas, and fire roads in accordance with City of Vernon Standards.
- g. As is required by the Los Angeles County Fire Department, the Applicant shall install one (1) new public fire hydrant on Parcel 1 of Tentative Parcel Map No. 83466 as shown on the plan attached herewith as Exhibit "A". The required fire flow shall be 1,750 GPM @ 20 PSI for two (2) hours. The Applicant shall ensure that vehicular access be provided and maintained serviceable throughout construction. The new public fire hydrant shall be tested and accepted prior to construction. All required fire hydrants shall be installed, tested, and accepted or bonded prior to Final Map approval. Water improvement plans for the required new public fire hydrant shall be submitted from the local water purveyor through epicla.lacounty.gov for review and approval prior to installation.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

- 1. [Resolution No. 2021-30](#)

2 PARCELS
GROSS AREA: 16.93 ACRES
NET AREA: 15.62 ACRES

PARCEL MAP NO. 83466

IN THE CITY OF VERNON
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF LOT 1 TRACT NO. 2455, AS PER MAP
RECORDED IN BOOK 32, PAGES 47 AND 48 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

PBLA SURVEYING, INC.

DECEMBER 2021

SUBDIVIDER’S STATEMENT

WE HEREBY STATE THAT WE ARE THE SUBDIVIDERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

TORRANCE LOGISTICS COMPANY LLC, A DELAWARE LIMITED LIABILITY COMPANY (SUBDIVIDERS)

BY: _____
NAME: _____
TITLE: _____

CERTIFICATE OF 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)

ON _____, 2022, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ 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:

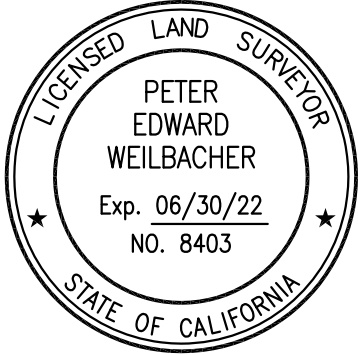
SIGNATURE _____

NAME _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TORRANCE LOGISTICS COMPANY LLC, IN NOVEMBER, 2021. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN HEREON ARE IN PLACE; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



PETER E. WEILBACHER
P.L.S. NO. 8403
MY REGISTRATION EXPIRES 06/30/22

BASIS OF BEARINGS

THE BEARING OF NORTH 00°21'55" WEST, BEING THE CENTERLINE OF SANTA FE AVENUE, AS SHOWN ON A MAP FILED IN BOOK 287, PAGES 29 AND 30, RECORDS OF SURVEY, RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF LOCAL SUBDIVISION ORDINANCES OF THE CITY OF VERNON APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT 66442(d)(1)(2) AND (3) HAVE BEEN COMPLIED WITH, AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

DATED THIS _____ DAY OF _____ 2022.

CITY ENGINEER, CITY OF VERNON
R.C.E. NO. _____
MY REGISTRATION EXPIRES: _____

CITY CLERK’S CERTIFICATE

I HEREBY CERTIFY THE CITY COUNCIL OF THE CITY OF VERNON, AT A MEETING HELD ON THE _____ DAY OF _____, APPROVED THE ATTACHED MAP.

DATED THIS _____ DAY OF _____ 2022.

CITY CLERK, CITY OF VERNON

SPECIAL ASSESSMENT CERTIFICATE

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF VERNON, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREON IS SUBJECT, AND MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATED THIS _____ DAY OF _____ 2022.

CITY CLERK, CITY OF VERNON

COUNTY SURVEYOR’S STATEMENT

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF STATE LAW AND LOCAL SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

COUNTY SURVEYOR

BY _____ DATE _____
FABRIZIO G. PACHANO, DEPUTY
L.S. NO. 7274
EXPIRES: 12/31/22

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF _____, HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL NO. 83466 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

BY _____ DATE _____
DEPUTY

PARCEL MAP NO. 83466

IN THE CITY OF VERNON
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
PBLA SURVEYING, INC. DECEMBER 2021

SIGNATURE OMISSIONS

THE SIGNATURES OF THE PARTIES NAMED HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH, HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3)(A)(I-VIII) OF THE SUBDIVISION MAP ACT AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE IN NOT REQUIRED BY THE LOCAL AGENCY.

RICHFIELD OIL CORPORATION, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MAY 24, 1955 AS INSTRUMENT NO. 3162, IN BOOK 47857, PAGE 440, OF OFFICIAL RECORDS.

[SAID EASEMENT DOES NOT AFFECT THE PROPERTY]

THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, AND THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 07, 1961 AS INSTRUMENT NO. 848, OF OFFICIAL RECORDS.

[SAID EASEMENT DOES NOT AFFECT THE PROPERTY]

THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR ROAD PURPOSES, RECORDED SEPTEMBER 17, 1971 AS INSTRUMENT NO. 2383, OF OFFICIAL RECORDS.

[SAID EASEMENT DOES NOT AFFECT THE PROPERTY]

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, HOLDER OF AN EASEMENT FOR FLOOD CONTROL PURPOSES, RECORDED MARCH 09, 1939 IN BOOK 16472, PAGE 70, OF OFFICIAL RECORDS.

RICHFIELD OIL CORPORATION, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 21, 1925 IN BOOK 3985, PAGE 296, OF OFFICIAL RECORDS.

RICHFIELD OIL CORPORATION, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 14, 1925 IN BOOK 4567, PAGE 15, OF OFFICIAL RECORDS.

THE CITY OF VERNON, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR STREET PURPOSES, RECORDED AUGUST 06, 1929 IN BOOK 8245, PAGE 304, OF OFFICIAL RECORDS.

THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR SPUR TRACK PURPOSES, RECORDED SEPTEMBER 08, 1930 IN BOOK 10300, PAGE 86 OF OFFICIAL RECORDS.

THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR SANITARY SEWER PURPOSES, RECORDED SEPTEMBER 01, 1938 IN BOOK 15962, PAGE 377, OF OFFICIAL RECORDS.

RICHFIELD OIL CORPORATION, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 16, 1940 IN BOOK 17775, PAGE 42, OF OFFICIAL RECORDS.

THE CITY OF VERNON, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC STREET PURPOSES, RECORDED OCTOBER 05, 1961 AS INSTRUMENT NO. 3533, OF OFFICIAL RECORDS.

THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, HOLDER OF AN EASEMENT FOR STORM DRAIN PURPOSES, RECORDED APRIL 05, 1967 AS INSTRUMENT NO. 2244, OF OFFICIAL RECORDS.

THE LOS ANGELES & SALT LAKE RAILROAD COMPANY, HOLDER OF AN EASEMENT FOR RAILROAD PURPOSES, RECORDED MAY 27, 1969 AS INST NO. 3235, OF OFFICIAL RECORDS.

THE CITY OF VERNON, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR THE PURPOSE OF PUBLIC STREET END RIGHTS RECORDED MAY 06, 1970 AS INSTRUMENT NO. 1927, OF OFFICIAL RECORDS.

THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR SLOPE PURPOSES, RECORDED JULY 21, 1987 AS INSTRUMENT NO. 87-1156478, OF OFFICIAL RECORDS.

EXISTING EASEMENT NOTES

A. AN EASEMENT IN FAVOR OF RICHFIELD OIL CORPORATION FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MAY 24, 1955 AS INSTRUMENT NO. 3162, IN BOOK 47857, PAGE 440, OF OFFICIAL RECORDS.

[SAID EASEMENT DOES NOT AFFECT THE PROPERTY]

B. AN EASEMENT IN FAVOR OF THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, AND THE DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 07, 1961 AS INSTRUMENT NO. 848, OF OFFICIAL RECORDS.

[SAID EASEMENT DOES NOT AFFECT THE PROPERTY]

C. THE CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR ROAD PURPOSES, RECORDED SEPTEMBER 17, 1971 AS INSTRUMENT NO. 2383, OF OFFICIAL RECORDS.

[SAID EASEMENT DOES NOT AFFECT THE PROPERTY]

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L. AN EASEMENT IN FAVOR OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR STORM DRAIN PURPOSES, RECORDED APRIL 05, 1967 AS INSTRUMENT NO. 2244, OF OFFICIAL RECORDS.

M. AN EASEMENT IN FAVOR OF THE LOS ANGELES & SALT LAKE RAILROAD COMPANY FOR RAILROAD PURPOSES, RECORDED MAY 27, 1969 AS INST NO. 3235, OF OFFICIAL RECORDS.

N. AN EASEMENT IN FAVOR OF THE CITY OF VERNON, A MUNICIPAL CORPORATION FOR THE PURPOSE OF PUBLIC STREET END RIGHTS RECORDED MAY 06, 1970 AS INSTRUMENT NO. 1927, OF OFFICIAL RECORDS.

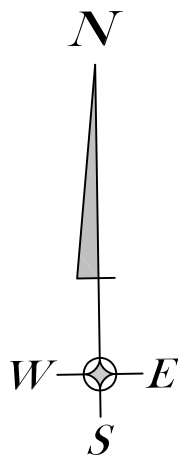
O. AN EASEMENT IN FAVOR OF THE COUNTY OF LOS ANGELES FOR SLOPE PURPOSES, RECORDED JULY 21, 1987 AS INSTRUMENT NO. 87-1156478, OF OFFICIAL RECORDS.

MONUMENT AND ESTABLISHMENT NOTES:

- 1 FD. BRASS CAP STAMPED "CITY OF VERNON" IN MONUMENT WELL, ACCEPTED PER R1 AND R4.
- 2 FD. BRASS CAP STAMPED "CITY OF VERNON" IN MONUMENT WELL, ACCEPTED PER R1 AND R5.
- 3 FD. BRASS CAP STAMPED "CITY OF VERNON" IN MONUMENT WELL, ACCEPTED AS A POINT ON THE C/L PER R1 AND R5.
- 4 NOTHING FD., C/L INT. ESTAB. BY N'LY PROLONGATION OF THE C/L OF SOTO ST. BY 10.00 FT. PER R5.
- 5 FD. BRASS CAP STAMPED "CITY OF VERNON" IN MONUMENT WELL, ACCEPTED AS THE ANGLE POINT IN THE C/L PER R1 AND R6.
- 6 FD. BRASS CAP STAMPED "CITY OF VERNON" IN MONUMENT WELL, ACCEPTED PER R1 AND R7.
- 7 FD. BRASS CAP STAMPED "CITY OF VERNON" IN MONUMENT WELL, ACCEPTED AS THE C/L INT. PER R1, R7, AND R8.
- 8 NOTHING FD., C/L INT. ESTAB. BY N'LY PROLONGATION OF THE C/L BY 10.00 FT. PER R1 AND R7.
- 9 FD. BRASS CAP STAMPED "CITY OF VERNON" IN MONUMENT WELL, ACCEPTED PER R1 AND R9.
- 10 SW CORNER OR LOT 1, NOTHING FD., ESTAB. BY REC. DIST. OF 885.56 FT. FROM SE CORNER PER R1, SET MONUMENT AS NOTED.
- 11 NOTHING FD., ESTAB. BY HOLDING REC. ANGLE 91°23'20" AT THE SW CORNER OF LOT 1 AND REC. DIST. OF 700.37 FT. PER R1, AND R2. SET MONUMENT AS NOTED.
- 12 NOTHING FD., ESTAB. BY HOLDING REC. RADIUS AND ANGLE AT MONUMENT NO. 10 PER R1, SET MONUMENT AS NOTED.
- 13 NOTHING FD., ESTAB. AT REC. DIST. OF 342.75 FT. S'LY ALONG THE W'LY LINE OF LOT 1 FROM THE ANGLE POINT IN SAID W'LY LINE PER R1, SET MONUMENT AS NOTED.
- 14 ANGLE POINT IN THE W'LY LINE OF LOT 1 PER R1 AND R2, NOTHING FD., ESTAB. BY PROLONGATION OF LINE ESTAB. BETWEEN MONUMENT NOS. 12 AND 13 AT A REC. DIST. OF 342.75 FT. PER D1, SET MONUMENT AS NOTED.
- 15 NOTHING FD., ESTAB. AT AN INT. BETWEEN THE C/L OF EAST 26TH STREET AND THE N'LY PROLONGATION OF THE W'LY LINE OF R1 AND R9. SET MONUMENT AS NOTED.
- 16 NOTHING FD., NOTHING SET, ESTAB. AT REC. ANGLES AND DIST. PER R1.
- 17 NW CORNER OF LOT 1 PER R2, NOTHING FD., ESTAB. BY HOLDING REC. ANGLE OF 124°36'09" AT THE NE CORNER OF LOT 1, AND INT. THE LINE WITH THE W'LY LINE OF LOT 1, NOTHING SET.
- 18 NE CORNER OF PARCEL 2 PER D3, ESTAB. AT REC. DIST. OF 175.07 FET E'LY ALONG THE N'LY LINE OF R1 AND HOLDING A REC. ANGLE OF 159°50'48" BETWEEN SAID N'LY LINE AND THE RADIAL BEARING ESTAB. AT SAID NE CORNER PER R1 AND R2, NOTHING SET.
- 19 NW CORNER OF D3 AND NE CORNER OF D2, NOTHING FD., ESTAB. BY REC. DIST. OF 90.00 FEET E'LY ALONG THE N'LY LINE OF LOT 1 FROM TEH NW CORNER OF LOT 1, NOTHING SET.
- 20 NOTHING FD., ESTAB. BY INT., SET MONUMENT, UNLESS OTHERWISE NOTED.
- 21 NOTHING FD., ESTAB. AT REC. ANGLE AND DIST. PER D2 AND D3, NOTHING SET.

PARCEL MAP NO. 83466

IN THE CITY OF VERNON
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
PBLA SURVEYING, INC. DECEMBER 2021



LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.
- I 6" SPIKE & STAMPED WASHER, TAGGED "PLS 8403", TO BE SET.
 - II 2" DIAMETER IRON PIPE WITH TAG "P.L.S. 8403" TO BE SET, FLUSH.
 - III L+T STAMPED "P.L.S. 8403" TO BE SET.

MONUMENT AND ESTABLISHMENT NOTES

SEE SHEET 2.

EXISTING EASEMENTS

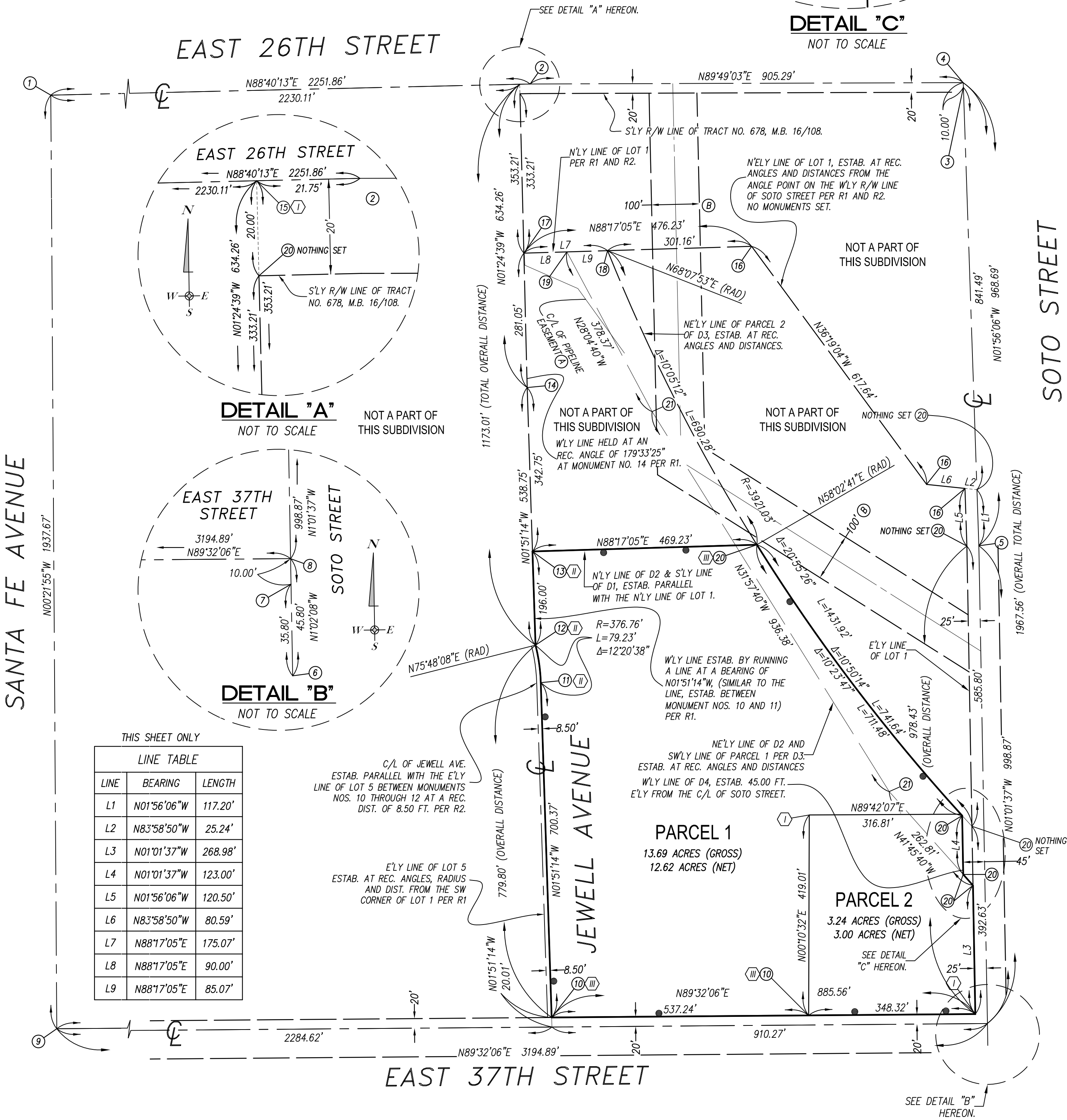
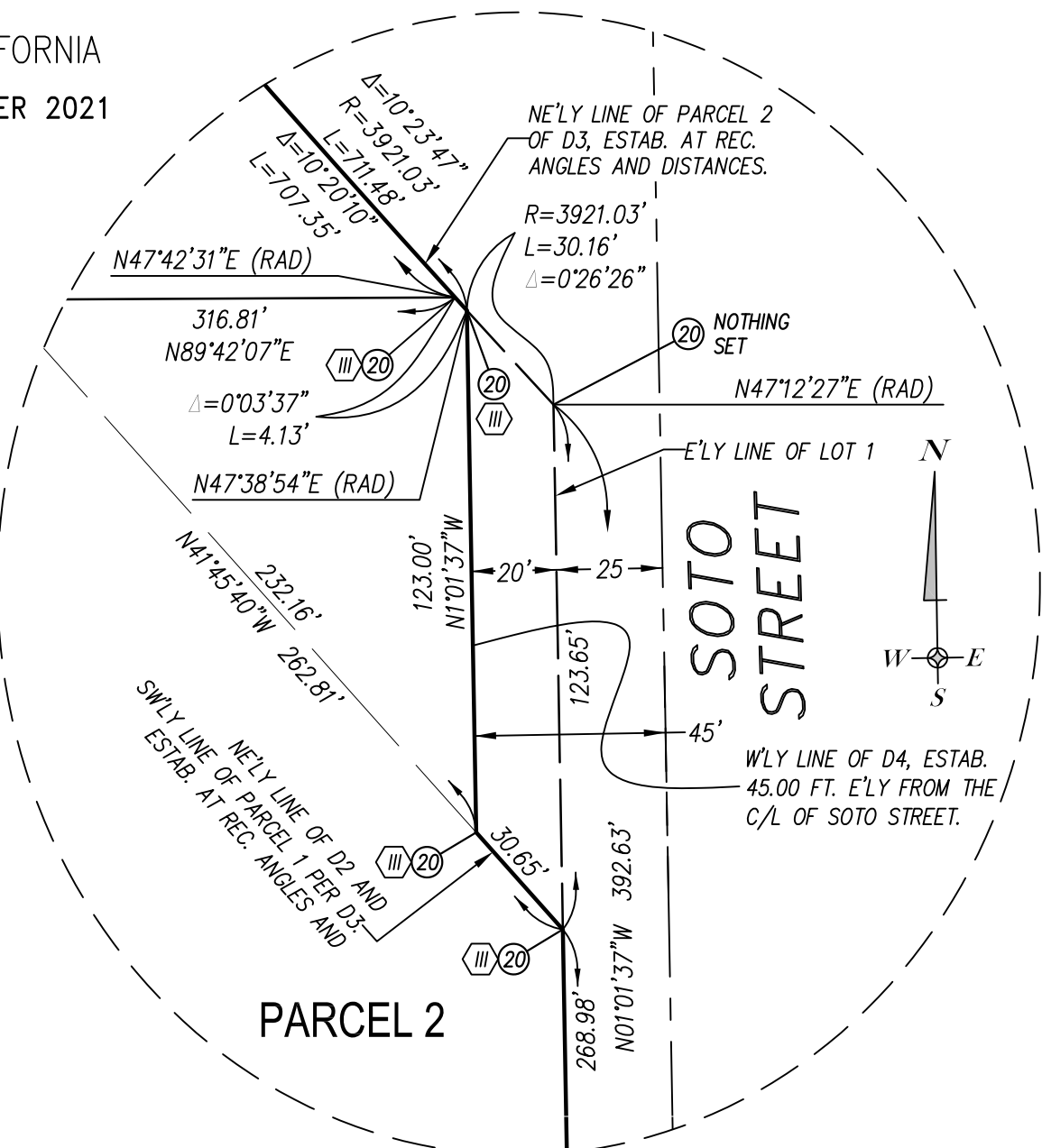
SEE SHEETS 4 AND 5.

EXISTING EASEMENT NOTES

SEE SHEET 2.

- R1 PER RECORD OF SURVEY, R.S.B. 287/29-30.
R2 PER TRACT NO. 2455, M.B. 32/47.
R3 PER P.W.F.B. 1121/280.
R4 PER P.W.F.B. 1121/825.
R5 PER R.D.F.B. 1122/475-476.
R6 PER TRACT NO. 49930, M.B. 1170/95-96.
R7 PER R.D.F.B. 1122/480.
R8 PER CITY OF VERNON FIELD BOOK 253/48.

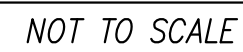
- D1 PER GRANT DEED REC. 05/27/1969 AS INST. NO. 462, O.R.
D2 PER GRANT DEED REC. 05/01/1922 IN BOOK 1049, PAGE 267, O.R.
D3 PER GRANT DEED REC. 12/19/1939 IN BOOK 17137, PAGE 151, O.R.
D4 PER PARCEL NO. 1-5 OF A DEED TO THE COUNTY OF LOS ANGELES REC. 07/21/1987 AS INST. NO. 87-1156478, O.R.



THIS SHEET ONLY

LINE	BEARING	LENGTH
L1	N01°56'06"W	117.20'
L2	N83°58'50"W	25.24'
L3	N01°01'37"W	268.98'
L4	N01°01'37"W	123.00'
L5	N01°56'06"W	120.50'
L6	N83°58'50"W	80.59'
L7	N88°17'05"E	175.07'
L8	N88°17'05"E	90.00'
L9	N88°17'05"E	85.07'

DECEMBER 2021



SEE SHEET 3

NOT A PART OF THIS SUBDIVISION

NOT A PART OF THIS SUBDIVISION

THIS SHEET ONLY

LINE	BEARING	LENGTH
L1	N00°27'54"W	12.00'
L2	N88°58'23"E	15.00'
L3	N88°58'23"E	5.00'
L4	N01°01'37"W	2.00'
L5	N41°45'40"W	7.66'
L6	N41°45'40"W	22.99'
L7	N41°45'40"W	30.65'
L8	N01°01'37"W	123.00'

DETAIL OF 2

DETAIL "E" NOT TO SCALE

FOR DETAILS OF EASEMENTS H, AND M SEE DETAILS "G" AND "H", SHEET 2

NOT A PART OF THIS SUBDIVISION

13.69 ACRES (GROSS)
12.62 ACRES (NET)

NE'LY LINE OF D2 AND SW'LY LINE OF PARCEL 1 PER D3. ESTAB. AT REC. ANGLES AND DISTANCES

2

3.24 ACRES (GROSS)
3.00 ACRES (NET)

SEE DETAILS "B" AND "C" ON SHEET 3 FOR C/L INT. AND E'LY LINE ESTABLISHMENT

FOR DETAILS OF EASEMENTS E, F, L, AND O SEE DETAILS "D" THROUGH "F" HEREON.

FOR DETAILS OF EASEMENTS G, I, K, AND N SEE DETAILS "I" AND "J", SHEET 3

DETAIL OF 2

DETAIL "F" NOT TO SCALE

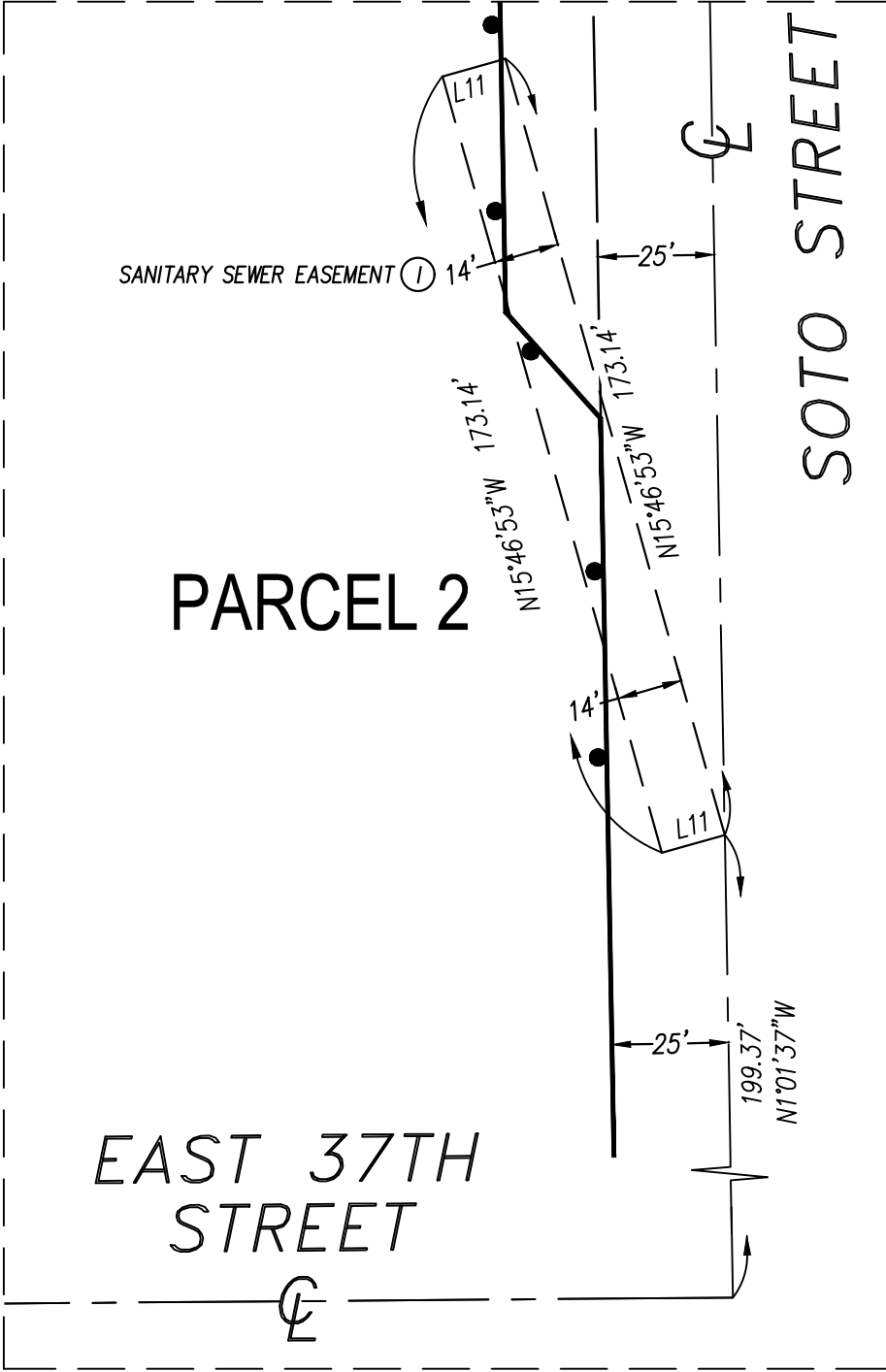
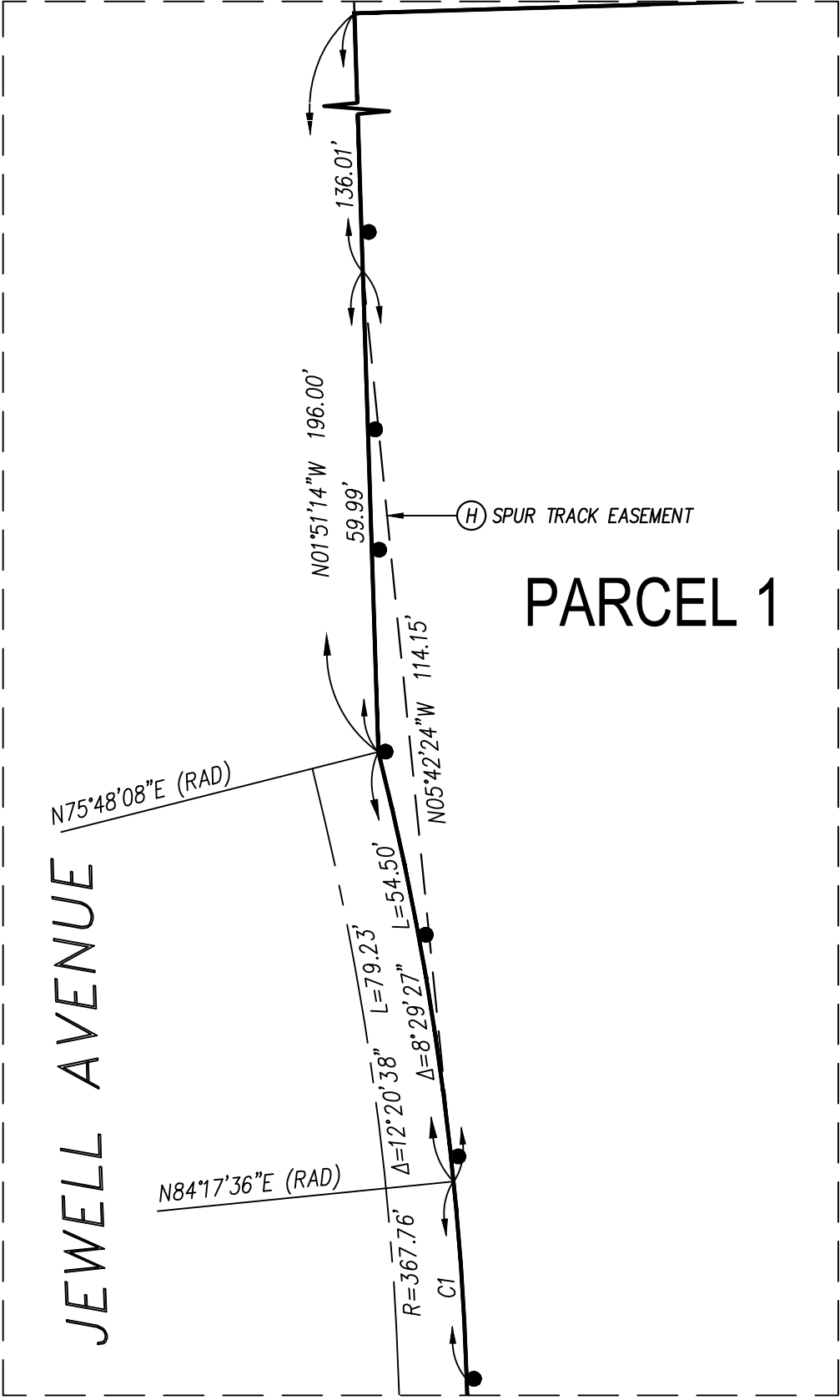
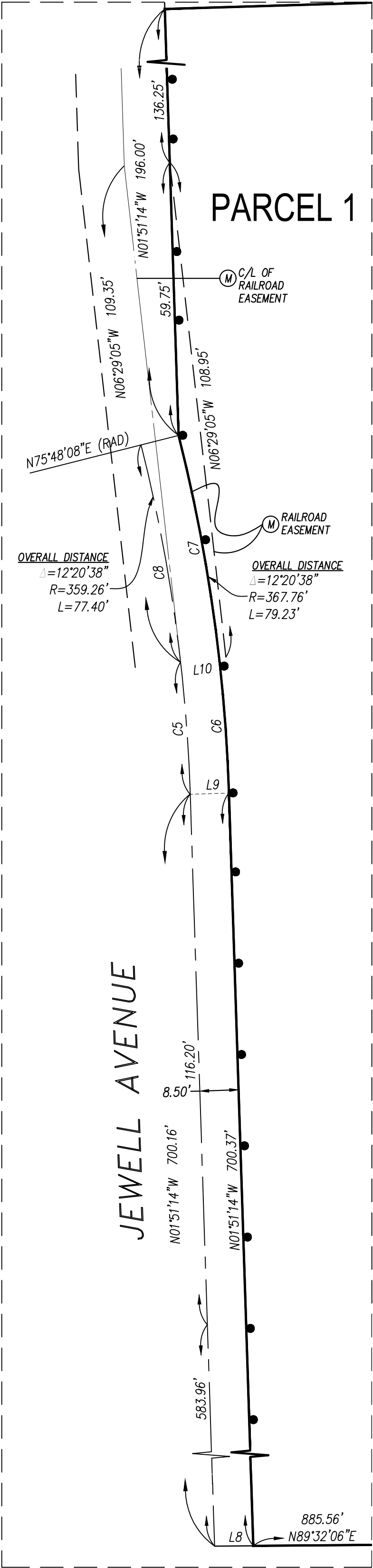
SEE SHEET 3

EXISTING EASEMENTS

PARCEL MAP NO. 83466

SHEET 5 OF 5 SHEETS

IN THE CITY OF VERNON
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
PBLA SURVEYING, INC. DECEMBER 2021



THIS SHEET ONLY

LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°01'37"W	5.50'
L2	N01°01'37"W	20.20'
L3	N01°01'37"W	20.20'
L4	N89°32'06"E	15.00'
L5	N89°32'06"E	20.20'
L6	N89°32'06"E	20.20'
L7	N41°45'40"W	30.65'
L8	N89°32'06"E	8.50'
L9	N88°08'46"E	10.00'
L10	N83°30'55"E	10.00'
L11	N74°13'07"E	14.00'

THIS SHEET ONLY

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	367.76'	24.73'	003°51'11"
C2	20.00'	31.61'	090°33'43"
C3	40.00'	63.22'	090°33'43"
C4	40.00'	63.22'	090°33'43"
C5	359.26'	29.00'	004°37'30"

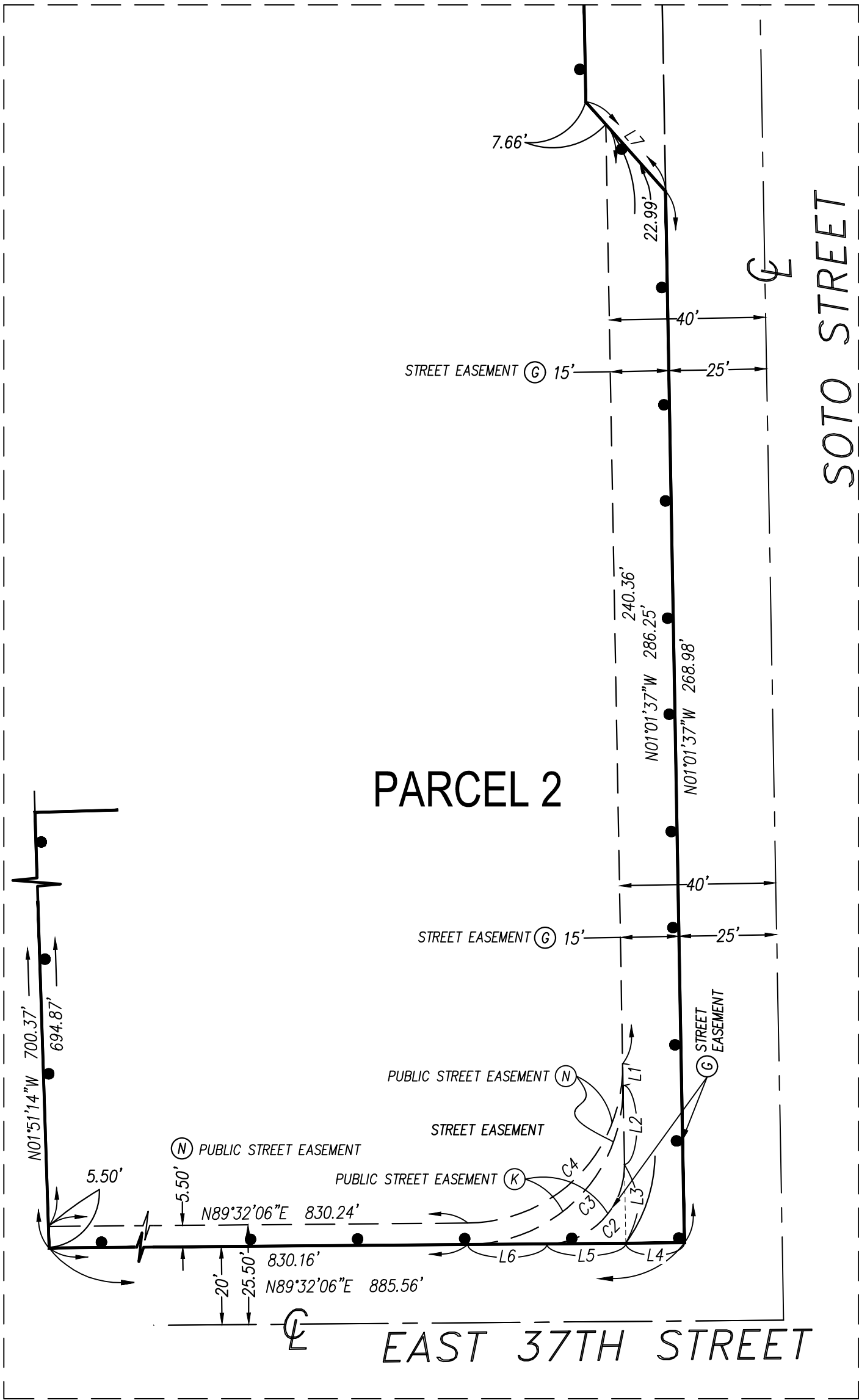
LEGEND



INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP.

EXISTING EASEMENT NOTES

SEE SHEET 2.



City Council Agenda Item Report

Submitted by: Lissette Melendez
Submitting Department: Public Works
Meeting Date: December 6, 2022

SUBJECT

Grant Deed Dedicating in Fee a Portion of the Property Located at 4201 Fruitland Avenue

Recommendation:

- A. Find that accepting the Grant Deed is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301(c) because acceptance of the grant deed for public right-of-way purposes is not a “project” that may have a significant effect on the environment; and
- B. Adopt Resolution No. 2022-44 accepting the Grant Deed of a portion of the property located at 4201 Fruitland Avenue (APN 6304-027-025).

Background:

As part of the property development project at 4201 Fruitland Avenue, the property owner is required to meet the right-of-way street widths dictated by the City's Master Plan of Streets. This Grant Deed from Southland Box Company, a California corporation, dedicates to the City of Vernon in fee simple title, a portion of the property at 4201 Fruitland Avenue (Assessor's Parcel Number 6304-027-025). The dedication is approximately 2,258 square feet in size, located on the West side of Maywood Avenue and the South side of District Boulevard. The improvements along the frontage will meet requirements of the City of Vernon's Master Plan of Streets. This dedication will increase the width of the sidewalk along Maywood Avenue and along District Boulevard at 4201 Fruitland Avenue.

The Certificate of Acceptance has been approved as to form by the City Attorney's Office.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Resolution No. 2022-44](#)
2. [Grant Deed - 4201 Fruitland](#)
3. [Certificate of Acceptance - 4201 Fruitland](#)

RESOLUTION NO. 2022-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON
ACCEPTING THE GRANT DEED OF A PORTION OF THE PROPERTY
LOCATED AT 4201 FRUITLAND AVENUE (APN 6304-027-025)

SECTION 1. Recitals.

- A. Southland Box Company (Grantor) has agreed to dedicate in fee a portion of the real property commonly known as 4201 Fruitland Avenue in the City of Vernon, approximately 2,258 square feet in size, located on the west side of Maywood Avenue and the south side of District Boulevard, Assessor's Parcel Number 6304-027-025 (Property).
- B. Grantor has delivered to the City a grant deed dated November 8, 2022 (Grant Deed), dedicating in fee the Property to the City.
- C. The dedication is required as part of the new parcel development and will meet the City of Vernon's Master Plan of Streets. The new right-of-way will be used for street and sidewalk purposes.
- D. By memorandum dated December 6, 2022, the Director of Public Works has recommended that the City accept the Grant Deed and approve the execution of the Certificate of Acceptance.
- E. The City Council of the City of Vernon has determined that acceptance of the Grant Deed would be in the public interest.

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

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

SECTION 3. The City Council of the City of Vernon hereby finds that this action is exempt under the California Environmental Quality Act (CEQA), in accordance with CEQA Guidelines Section 15301(c) because acceptance of the grant deed for public right-of-way purposes is not a "project" that may have a significant effect on the environment.

SECTION 4. The City Council of the City of Vernon hereby accepts that certain Grant Deed executed by Southland Box Company dated November 8, 2022, and authorizes execution of the Certificate of Acceptance.

SECTION 5. The City Council of the City of Vernon hereby directs 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 Resolution and the actions herein approved or authorized.

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 December 6, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, City Attorney

RECORDING REQUESTED BY
and
WHEN RECORDED MAIL TO:
City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
Attn: City Clerk

MAIL TAX STATEMENTS TO:
Exempt

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

APN: 6304-027-025

**DOCUMENTARY TRANSFER TAX IS NONE – NOT REQUIRED SEC. 11922
REVENUE TAXATION CODE.**

FOR VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED,

Southland Box Company, a California corporation (the "Grantor")

HEREBY GRANT(S) TO:

City of Vernon, a body corporate and politic (the "Grantee")

That certain real property (the "Conveyed Property"), as described in Exhibit "A" attached hereto and incorporated herein by this reference, and as more particularly shown on the map attached hereto as Exhibit "B" and incorporated herein by this reference. The Conveyed Property is a portion of the property owned in fee simple by the Grantor. The property is located in the City of Vernon, County of Los Angeles, State of California.

Date: November 8, 2022

**Southland Box Company, a California corporation
"Grantor"**

Hidaya Takagi President & CEO
Name, Title


Signature

Helen Liu COO/Exec VP
Name, Title


Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Los Angeles

On Nov 8, 2022 before me,

AUSTIN G. DONG / Notary Public
(Insert Name of Notary Public and Title)

personally appeared HIDEYA TAKAGI;

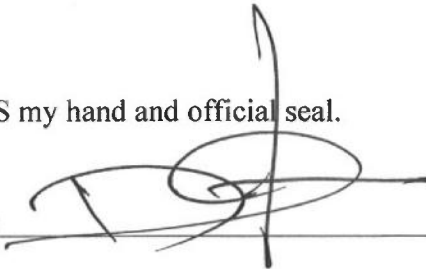
HELEN LIN

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 on which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

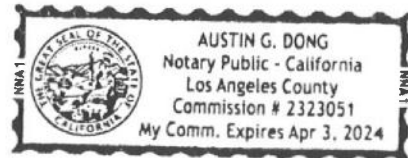


EXHIBIT "A"
RIGHT OF WAY DEDICATION
DISTRICT BOULEVARD AND MAYWOOD AVENUE

LEGAL DESCRIPTION

TWO (2) STRIPS OF LAND OVER PORTIONS OF LOT "A" OF CERTIFICATE OF COMPLIANCE FOR VOLUNTARY LOT MERGER, IN THE CITY OF VERNON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED APRIL 25, 2019 AS INSTRUMENT NO. 20190372488, OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

STRIP NO. 1:

THAT PORTION OF SAID LOT "A" LYING NORTHERLY OF THE WESTERLY PROLONGATION OF THAT CERTAIN SOUTHERLY CURVED LINE OF PARCEL 1 HAVING A RADIUS OF 290.00 FEET AS SHOWN AND DESCRIBED IN GRANT DEED TO THE CITY OF VERNON, AS PER DOCUMENT RECORDED MAY 20, 2019 AS INSTRUMENT NO. 20190457939, OF OFFICIAL RECORDS OF SAID COUNTY.

STRIP NO. 1 CONTAINS: 47 SQUARE FEET.

STRIP NO. 2:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 OF SAID GRANT DEED TO THE CITY OF VERNON, SAID CORNER ALSO BEING THE MOST EASTERLY LINE OF SAID LOT "A";

THENCE ALONG SAID MOST EASTERLY LINE, SOUTH 07° 12' 45" WEST, 451.55 FEET;

THENCE AT RIGHT ANGLES TO SAID MOST EASTERLY LINE, NORTH 82° 47' 15" WEST, 5.00 FEET TO A LINE PARALLEL WITH AND DISTANT 5.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM SAID MOST EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 07° 12' 45" EAST, 451.55 FEET TO THE MOST SOUTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID MOST SOUTHERLY LINE OF PARCEL 2, SOUTH 82° 47' 15" EAST, 5.00 FEET TO THE POINT OF BEGINNING.

STRIP NO. 2 CONTAINS: 2,258 SQUARE FEET OR 0.05 ACRES MORE OR LESS.

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

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Last Update: 10/11/22
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PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:


BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2023

10/11/22
DATE

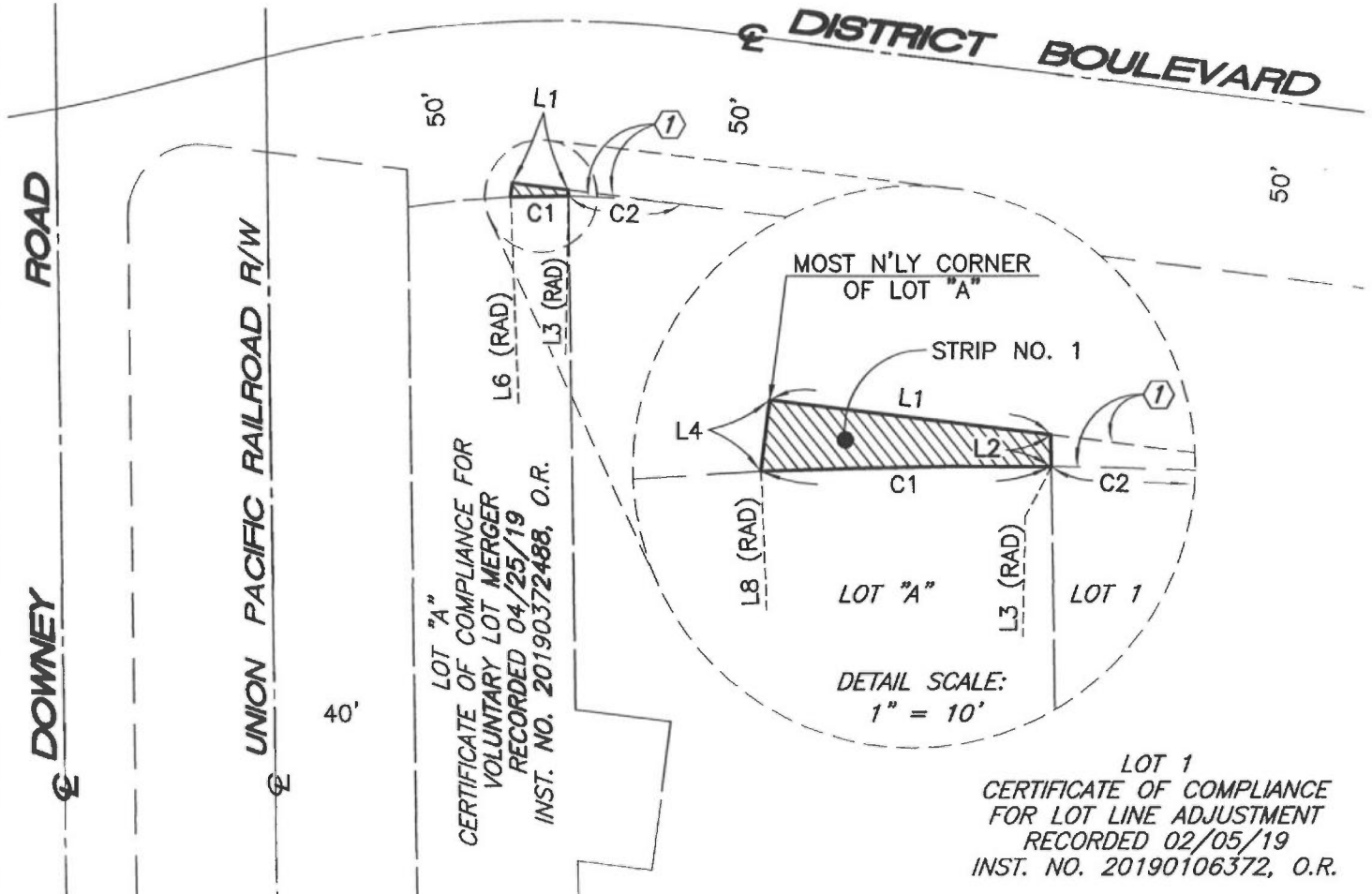
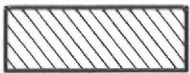


EXHIBIT "B"

RIGHT OF WAY DEDICATION
DISTRICT BOULEVARD AND MAYWOOD AVENUE



SCALE: 1" = 50'

**LEGEND:**

INDICATES PROPERTY GRANTED TO
THE CITY OF VERNON.
STRIP NO. 1 CONTAINS: 47 SQ. FT.
STRIP NO. 2 CONTAINS:
2,258 SQ. FT.
0.05 ACRES ±

Last Update: 7/22/20
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PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173

DEDICATION NOTES:

- ① INDICATES PARCEL 1 OF PROPERTY GRANTED TO THE CITY OF VERNON, RECORDED MAY 20, 2019 AS INST. NO. 20190457939, O.R.
- ② INDICATES PARCEL 2 OF PROPERTY GRANTED TO THE CITY OF VERNON, RECORDED MAY 20, 2019 AS INST. NO. 20190457939, O.R.

NOTE:

SEE SHEET 2 FOR LINE AND CURVE TABLES.

EXHIBIT "B"

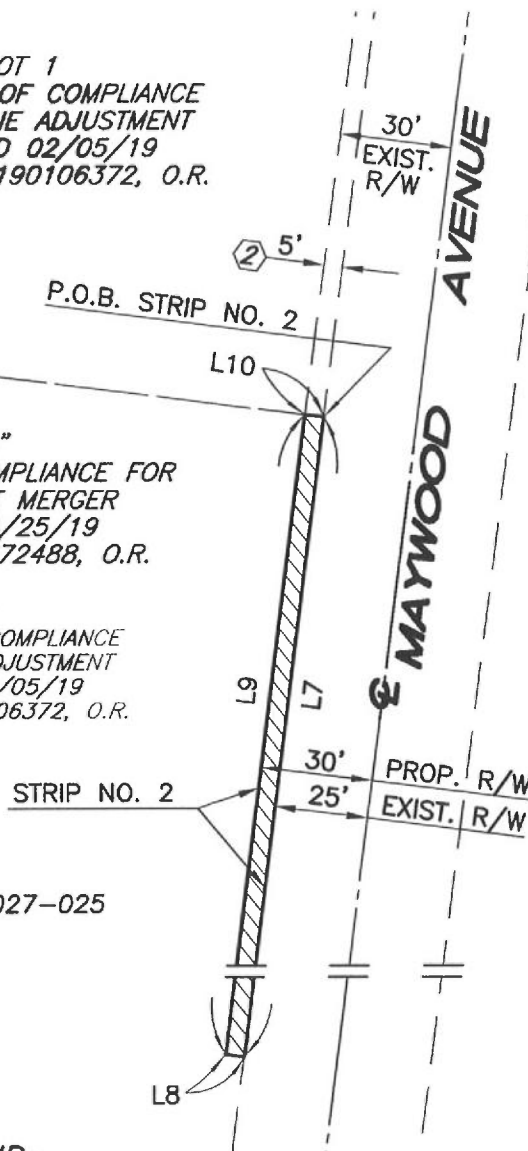
RIGHT OF WAY DEDICATION
DISTRICT BOULEVARD AND MAYWOOD AVENUE

LOT 1
CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT
RECORDED 02/05/19
INST. NO. 20190106372, O.R.

LOT "A"
CERTIFICATE OF COMPLIANCE FOR
VOLUNTARY LOT MERGER
RECORDED 04/25/19
INST. NO. 20190372488, O.R.

LOT 2
CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT
RECORDED 02/05/19
INST. NO. 20190106372, O.R.

APN: 6304-027-025



SCALE: 1" = 50'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	16.21'	S 82°47'15" E
L2	1.80'	S 00°50'02" E
L3	290.00'	N 00°49'34" E
L4	4.11'	N 07°12'45" E
L5	5.00'	S 82°47'15" E
L6	290.00'	N 02°26'27" W
L7	451.55'	S 07°12'45" W
L8	5.00'	N 82°47'15" W
L9	451.55'	N 07°12'45" E
L10	5.00'	S 82°47'15" E

CURVE TABLE			
#	DELTA	RADIUS	LENGTH
C1	3°16'29"	290.00'	16.59'
C2	6°22'43"	290.00'	32.29'

LEGEND:

INDICATES PROPERTY GRANTED TO
THE CITY OF VERNON.
STRIP NO. 1 CONTAINS: 47 SQ. FT.
STRIP NO. 2 CONTAINS:
2,258 SQ. FT.
0.05 ACRES ±

NOTE:

SEE SHEET 1 FOR DEDICATION NOTES.

SURVEYOR:

PREPARED UNDER THE DIRECTION OF:

Last Update: 10/11/22
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PREPARED BY:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173

BRIAN L. THIENES
P.L.S. NO. 5750
REG. EXP. DEC. 31, 2023

10/11/22
DATE



CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that interests in real property conveyed to or created in favor of the City of Vernon by that certain Grant Deed dated November 8, 2022, executed by Southland Box Company, a California corporation hereby accepted by the undersigned officer on behalf of the City pursuant to the authority conferred by Resolution No. 2022-XX by the City Council of the City of Vernon on December 6, 2022, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

CITY OF VERNON

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA,
City Attorney

City Council Agenda Item Report

Submitted by: Veronica Petrosyan

Submitting Department: Health and Environmental Control Department

Meeting Date: December 6, 2022

SUBJECT

Amendment No. 1 to the Solid Waste Nonexclusive Franchise Agreement

Recommendation:

- A. Introduce and conduct the first reading of Ordinance No. 1289 to Grant Amendment No. 1 to the Nonexclusive Franchise Agreement for Commercial Solid Waste Collection; and
- B. Direct staff to schedule second reading and adoption for the December 20, 2022 City Council meeting.

Background:

The State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement aggressive integrated waste management programs. The Short-Lived Climate Pollutants Bill of 2016 (SB 1383), establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support the achievement of State-wide organic waste disposal reduction targets. In addition, SB 1383 requires the City to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements.

To ensure compliance SB 1383 Regulations, on February 1, 2022, the City adopted Ordinance No. 1278 adding Municipal Code Chapter 8.14 to include SB 1383 requirements. In addition, the City manages solid waste collection services and delegates some of its responsibilities to solid waste haulers through nonexclusive franchise agreements. Effective January 1, 2015, the City entered into nonexclusive franchise agreements, for the following solid waste haulers, which expire on December 31, 2024:

- AAA Rubbish, Inc
- AM Disposal, Inc.
- American Reclamation, Inc.
- Athens Disposal Company, Inc.
- Consolidated Disposal Services, LLC DBA Republic Services
- CR&R Incorporation
- GB Rubbish & Rolloff Services
- Haul-Away Rubbish Company, Inc.
- Key Disposal Company, Inc.
- Nasa Services, Inc.
- Serv-Wel
- Universal Waste Systems, Inc.
- Valley Vista Services
- Ware Disposal Company, Inc.

- Waste & Recycling Systems, Inc.
- Waste Management of California, Inc.

Therefore, the City must amend the current nonexclusive franchise agreements to incorporate the SB 1383 Requirements and ensure consistency with Municipal Code Chapter 8.14.

The proposed amendment to the franchise agreements does several things:

- Amends and adds new defined terms to the franchise agreement so that the language of the agreement is consistent with the SB 1383 Regulations and Municipal Code Chapter 8.14.
- Adds language requiring all franchisees to offer two-container collection services in accordance with Municipal Code Chapter 8.14 to solid waste generators in the City. The proposed amendment also authorizes franchisees to, at the request of a solid waste generator, offer three-container collection services in accordance with SB 1383 Regulations.
- Adds language regarding contamination monitoring as required by SB 1383 Regulations and Municipal Code Chapter 8.14.
- Adds language regarding the delivery and replacement of containers used by solid waste generators in accordance with the SB 1383 Regulations and Municipal Code Chapter 8.14.
- Requires that franchisees provide the City with information concerning the solid waste handling rates charged to their customers. This will enable the City to provide helpful information to solid waste generators that contact the City regarding the process of signing up for solid waste handling services within the City.
- Requires that franchisees that operate a high diversion waste processing facility for the processing of mixed waste to provide information to the City regarding rates and fees charged for the processing of mixed waste by third parties.
- Adds language to address the obligations of the franchisee concerning education and outreach in accordance with SB 1383, the maintenance of records, inspections and enforcement, and the solid waste generator waiver program.

The proposed amendment to the franchise agreement requires that the franchisee take all reasonable steps to begin implementing organic waste collection and processing services during 2023 and that the services be available by or before January 1, 2024. Franchisees unable to meet the deadlines set forth in the proposed amendment to the franchise agreement will be subject to code enforcement actions in accordance with Municipal Code Chapter 8.14.

Fiscal Impact:

There is no fiscal impact associated with this ordinance. Franchisee will continue to pay to the City a franchise fee equal to ten percent (10%) of the Franchisee's gross receipts as set forth in their agreement.

Attachments:

[1. Ordinance No. 1289](#)

ORDINANCE NO. 1289

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON GRANTING AMENDMENT NO. 1 TO NONEXCLUSIVE FRANCHISE AGREEMENTS FOR COMMERCIAL SOLID WASTE COLLECTION FOR ORGANIC WASTE SERVICE AND RESIDENTIAL SERVICES

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 Section 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. Effective January 1, 2015, the City Council entered into Nonexclusive Franchise Agreements for Commercial Solid Waste Collection with various haulers.
- D. On February 1, 2022, the City Council adopted Ordinance No. 1278, adding Chapter 8.14 to the Vernon Municipal Code to implement the requirements of Senate Bill 1383, the Short-Lived Climate Pollutants Bill of 2016, and regulate organic waste disposal reduction.
- E. In order to incorporate the provisions of Municipal Code Chapter 8.14 in the City's existing nonexclusive solid waste franchise agreements, Amendment No. 1 is necessary.

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 grants Amendment No. 1 to the Nonexclusive Franchise Agreements for Commercial Solid Waste Collection with existing franchisees: AAA Rubbish, Inc; AM Disposal, Inc.; American Reclamation, Inc.; Athens Disposal Company, Inc.; Consolidated Disposal Services, LLC DBA Republic Services; CR&R Incorporation; GB Rubbish & Rolloff Services; Haul-Away Rubbish Company, Inc.; Key Disposal Company, Inc.; Nasa Services, Inc.; Serv-Wel; Universal Waste Systems, Inc.; Valley Vista Services; Ware Disposal Company, Inc.; Waste & Recycling Systems, Inc.; and Waste Management of California, Inc., in substantially the same form as attached as Exhibit A.

SECTION 4. Any ordinance or parts of an ordinance in conflict with this ordinance are hereby repealed.

SECTION 5. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this ordinance.

SECTION 6. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this ordinance are declared to be severable.

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

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

APPROVED AND ADOPTED _____, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, City Attorney

**FIRST AMENDMENT TO NONEXCLUSIVE FRANCHISE
AGREEMENT FOR COMMERCIAL SOLID WASTE COLLECTION
BETWEEN THE CITY OF VERNON AND [REDACTED] TO
PROVIDE FOR ORGANIC WASTE SERVICE AND RESIDENTIAL
SERVICES**

This First Amendment to Nonexclusive Franchise Agreement for Commercial Solid Waste Collection Between the City of Vernon and [REDACTED] to provide for Organic Waste Services and Residential Services ("First Amendment") is entered into this [REDACTED] day of [REDACTED], 20[REDACTED] by and between the City of Vernon, a California charter city and municipal corporation ("City") and [REDACTED] ("Franchisee").

RECITALS

WHEREAS, on or about [REDACTED], 20[REDACTED], the City and Franchisee entered into Nonexclusive Franchise Agreement for Commercial Solid Waste Collection ("Agreement"); and,

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement aggressive integrated waste management programs. The State has, through enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.) and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of material that must be disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, solid waste facilities, and other entities to support achievement of State-wide organic waste disposal reduction targets; and

WHEREAS, regulations implementing SB 1383 require the City to implement Collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to the Franchisee, acting as the City's designee, and Franchisee desires to take on these responsibilities; and

WHEREAS, City and Franchisee desire to amend the Agreement to provide for organic waste services for commercial and residential premises as set forth herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this First Amendment as follows:

1. DEFINED TERMS.

1.1 Section 2 (Definitions) of the Agreement is amended to add or amend, as applicable, the following definitions:

“Back-Haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Blue Container or Lid” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials (SSBCOW). A Blue Container can come in the form of a Cart, Bin, or Rolloff.

“California Code of Regulations” or **“CCR”** means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities.

“City Code” means the Municipal Code and ordinances of the City of Vernon.

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

“Container” means any and all types of Solid Waste receptacles, including Blue Containers, Grey Containers, and/or Green Containers, as well as all Carts and Bins, and Rolloff Boxes.

“Commercial business” or **“commercial”** means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A multifamily residential dwelling that consists of fewer than five units is not a commercial business for purposes of implementing this chapter.”

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Diversion (or any variation thereof including “Divert”)” means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Franchisee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Franchisee or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Facility” or “System Facility” or “Solid Waste Facility” means a Solid Waste Facility, as defined in Public Resources Code section 40194, that for the purposes of this Agreement is designated by the City to be used by the Franchisee for the processing, recovery and/or disposal of Solid Waste, including Recyclable Materials and Organic Waste.

“Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs

from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

“Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. [Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.]

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

“Generator” means the owner or occupant of any Premises, including Commercial Premises, Single-family Residential Premises, Multifamily Residential, which initially produces Solid Waste, including Recyclable Materials and Organic Waste.

“Gray Container or Lid” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste. A Gray Container can come in the form of a Cart, Bin, or Rolloff.

“Gray Container Waste” means Solid Waste that is Collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). [Gray Container Waste may specifically include carpet, and textiles.]

“Green Container or Lid” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and Collection of Source Separated Green Container Organic Waste (SSGCOW). A Green Container can come in the form of a Cart, Bin, or Rolloff.

“Hauler Route(s)” means the designated itinerary or sequence of stops for each segment of the City’s Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a)(33).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section

18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

“Mixed Waste” means Mixed Waste Organic Collection Stream and Solid Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility.

“Mixed Waste Organic Waste Collection Stream” means Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5).

“Multifamily residential dwelling” or **“multifamily”** means of, from, or pertaining to residential premises with five or more dwelling units. Multifamily premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-organic recyclables” or **“Recyclable Material”** means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

“Performance-based Compliance Approach” means the method of complying with the SB 1383 Regulations through implementation of a Collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 18982(a)(52.5), and all associated requirements.

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

“Process” or “Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

“Prohibited Container Contaminants” means the following in the context of the three-container system: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the City’s Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in City’s Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

“Prohibited Container Contaminants” means the following in the context of the two-container system: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for Jurisdiction’s Blue Container; (ii) Discarded Materials placed in the Gray Container that are identified as acceptable Source Separated Recyclable Materials, which are to be separately Collected in Jurisdiction’s Blue Container; and, (iii) Excluded Waste placed in any Container.

“Rate Sheet” means a document prepared by a Franchisee listing the fees and costs charged to a Generator for the provision of solid waste handling services by the Franchisee. The Rate Sheet shall include all fees and costs associated with the two-container program, three-container program (if available), and any additional services offered by the Franchisee to Generators within the City, including, but not limited to, bulky items services, construction and demolition clean up services, container replacement, and special services.

“Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

“Reuse” or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” or **“SB 1383 Regulatory”** refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

“Service Level” refers to the number and size of a Generator’s Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

“Single-family” means of, from, or pertaining to any residential premises with fewer than five units.

“Solid Waste” has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in PRC Section 40141.
- (2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

As used in this Agreement, Solid Waste includes Organic Waste and Recyclable Materials, unless the context clearly indicates otherwise.

“Source Separated” means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to

return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

“Source Separated Blue Container Organic Waste” or “SSBCOW” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

“Source Separated Green Container Organic Waste” or “SSGCOW” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and SSBCOW.

“Source Separated Recyclable Materials Processing Facility” means the Facility, that is a Source Separated Recyclable Materials Processing Facility and was Franchisee selected and Jurisdiction approved.

“Standard Compliance Approach” means the method for complying with the SB 1383 Regulations through implementation of a Collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements.

“Three (3) Container Collection Program” means the Collection of solid waste, source separated recyclable materials and organic waste as defined in this Amendment shall be Collected in three separate containers and delivered to the appropriate facilities for processing.

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

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

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

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

“Transfer” means the act of transferring Discarded Materials Collected by Contractor from Contractor’s Collection vehicles into larger vehicles at a Transfer Facility for Transport to other Facilities for Processing or Disposing of such materials. Transfer allows for removal of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of Hazardous Waste).

“Transfer Facility” means the Facility that is a Transfer Facility and was Contractor selected and Jurisdiction approved.

“Two (2) Container Collection Program” means the Collection of solid waste and organics in one container and source separated recyclable materials in one container thereby creating a two container system. The waste and organics container is required to be processed at a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a) (33).

“Yard Trimmings” means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Franchisee.

2. REPLACEMENT OF TERMS.

2.1 Section 2 (Definitions) of the Agreement is amended to delete the definition of “Special Waste.” All references to “Special Waste” in the Agreement shall be replaced with the term “Excluded Waste.” The term “Excluded Waste” is defined in Section 1.1 of this First Amendment.

2.2 All references to “Large Residential” in the Agreement shall be replaced with “multifamily.” The term “multifamily” is defined in Section 1.1 of this First Amendment.

2.3 All references to “green waste” or “food waste” in the Agreement shall be replaced with “Organic Waste.” The term “Organic Waste” is defined in Section 1.1 of this First Amendment.

3. **GRANT OF NONEXCLUSIVE FRANCHISE FOR SOLID WASTE HANDLING SERVICES.** The heading of Section 3 and the body of Section 3.1.1 of the Agreement is amended and restated in its entirety as set forth below. All other provisions of Section 3 shall remain unchanged.

**“GRANT OF NONEXCLUSIVE FRANCHISE FOR SOLID
WASTE HANDLING SERVICES AND FOR PROVIDING
TEMPORARY SOLID WASTE HANDLING SERVICE**

3.1 Scope of Franchise

3.1.1 General Grant.

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

4. **SOLID WASTE HANDLING SERVICES PROVIDED BY FRANCHISEE.**

4.1 Subsection 7.4.5 is added to Section 7 (Solid Waste Handling Services Provided by Franchisee) of the Agreement to read as follows:

“Franchisee agrees to coordinate and cooperate with the City to meet its Organic Waste produce procurement target, as required by SB 1383 Regulations, with respect to the Organic Waste Collected by Franchisee under this Agreement. Franchisee shall identify the Facilities to which they will transport Organic Waste, and provide written notice to the City of those on or before July 1 each year during the term of the Agreement, as required by the SB 1383 Regulations”

5. **FRANCHISEE’S CONTAINERS.** A subsection 7.1.5(H) is added to Section 7.1.5 (Franchisee’s Containers) to read as follows:

“On or before January 1, 2024, Franchisee shall provide all Generators with a sufficient number of Containers to comply with the two-Container Collection Program (or three-container Collection program if requested by the Generator), and/or shall place a label on the body or lid of each Container that has been provided to a Generator that includes language or graphic images, or

both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each container. Prior to ordering labels for containers, Franchisee shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of container, and its labeling plan to the City for approval. In compliance with this subsection, Franchisee shall use the Franchisee-provided Collection containers that are currently located at Generators' premises as of the Effective Date or provide Generators with Collection containers from Franchisee's current inventory. Franchisee shall use all reasonable efforts to begin complying with these requirements starting January 1, 2023.

No later than January 1, 2036, Franchisee shall provide all Generators with Collection containers that comply with the container color requirements specified in this Agreement or as otherwise specified in the SB 1383 Regulations. If an existing container breaks or is otherwise rendered non-functional on or after January 1, 2024, the Franchisee shall replace the non-functional container with a container that complies with the color requirements of the SB 1383 Regulations. Notwithstanding this paragraph, the Franchisee is not required to replace functional containers, including containers purchased prior to January 1, 2024 that do not comply with the color requirements of this Agreement prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

6. **ORGANIC WASTE SERVICES.** In addition to the terms and provisions of the Agreement, Franchisee shall comply with the terms and provisions and provide the services set forth in Exhibit "A," attached hereto and incorporated herein.

7. **SOLID WASTE HANDLING SERVICES RATES.** Within 30 days of the effective date of this Agreement, Franchisee shall provide the City with a copy of its Rate Sheet. Franchisee shall also provide the City with a copy of its Rate Sheet within 15 days of any amendment or change to the Rate Sheet. The City may request a copy of the Rate sheet from the Franchisee at any time, and Franchisee shall provide a copy of the Rate Sheet to the City within 15 days.

8. **HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY RATES.** If Franchisee operates a High Diversion Organic Waste Processing Facility that it intends to utilize for the processing of mixed waste Collected within the City, upon request of the City, Franchisee shall provide the City with records sufficient to show the rates and fees charged by the Franchisee for the processing of mixed waste from third parties at the High Diversion Organic Waste Processing Facility.

9. **INDEMNIFICATION.** A new paragraph (B) is added to Section 22 (Indemnification) of the Agreement to read as follows:

(B) Franchisee's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the City is unable to meet the diversion requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations, as determined by CalRecycle, with respect to Solid Waste Collected under this Agreement by Franchisee, and to the extent such failure is: (i) caused by the failure of Franchisee to meet its obligations under this Agreement, or, (ii) caused by Franchisee delays in providing information that prevents

Franchisee or City from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The foregoing indemnity is expressly conditioned upon the City's implementation of required programs or activities, as required by the Applicable Law or as requested by the Franchisee, which are within the City's authority and ability to implement and which would be effective as a means to increase diversion and maintain compliance with State regulations. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

10. **CONFLICTING TERMS.** In the event of a conflict between the terms and provisions of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall prevail.

11. **GENERAL PROVISIONS.**

- 11.1 Remainder Unchanged. Except as specifically modified and amended in this First Amendment, the Agreement remains in full force and effect and binding upon the parties.
- 11.2 Integration. This First Amendment constitutes the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this First Amendment.
- 11.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- 11.4 Effective Date. This First Amendment shall become effective upon execution by the Parties.
- 11.5 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this First Amendment.
- 11.6 References. All references to the Agreement include all their respective terms and provisions. All terms utilized in this First Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this First Amendment. Any undefined terms utilized in this First Amendment shall have the same meaning as provided in City Code section 8.14.010 or in the SB 1383 Regulations. In the event of a conflict between a term defined in the Agreement, this First Amendment, the City Code, or the SB 1383 Regulations, the definitions from these sources shall control in the following order: (1) SB 1383 Regulations; (2) City Code Section 8.14.010; (3) First Amendment; (4) Agreement.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date and year first-above written.

CITY OF VERNON, a California charter City
and California municipal corporation

Carlos Fandino Jr.,
City Administrator

Date: _____

ATTEST:

Lisa Pope, City Clerk

APPROVED AS TO FORM:

Zaynah N. Moussa, City Attorney

FRANCHISEE:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A-1

PROVIDED SERVICES

I. Two-Container Collection Service (Gray/Blue) (City Code Requirement)

No later than January 1, 2024, Franchisee shall provide a two-Container Collection program for all Generators for Collection of Source Separated Recyclable Materials and Mixed Waste using containers that comply with the requirements of this Agreement, the City Code, and SB 1383 Regulations. No later than January 1, 2024, Franchisee shall amend, as necessary, all service agreements with Generators to provide for a two-Container Collection program as required herein. Franchisee shall not knowingly Collect Blue or Gray Containers that include Prohibited Container Contaminants. Franchisee shall use all reasonable efforts to begin complying with these requirements starting January 1, 2023.

Contractor shall provide Blue Containers to Generators for the Collection of Source Separated Recyclable Materials, and shall Transport the Source Separated Recyclable Materials to (i) the Source Separated Recyclable Materials Processing Facility, or (ii) the Transfer Facility for subsequent Transport to the Source Separated Recyclable Materials Processing Facility, in compliance with SB 1383 Regulations.

Contractor shall provide Gray Containers to Generators for Collection of Mixed Waste, and shall allow Generators to intentionally commingle all Mixed Waste, excluding Source Separated Recyclable Materials, in the Gray Containers. Contractor shall Transport the contents of the Gray Container to (i) the High Diversion Organic Waste Processing Facility, or (ii) the Transfer Facility for subsequent Transfer and Transport to the High Diversion Organic Waste Processing Facility, in compliance with SB 1383 Regulations. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

On or before July 1 of each year, Franchisee shall provide notice to City of the High Diversion Organic Waste Processing Facility(ies) used by Franchisee, as well as any other Facility used by the Franchisee for the processing of Solid Waste Collected within the City.

II. Three-Container Collection Program

A. General. Beginning January 1, 2023, only upon the request of a Generator, Franchisee may provide a three-container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste as specified in this Agreement, using containers that comply with the requirements of this Agreement and SB 1383 Regulations. Franchisee shall not knowingly Collect Blue, Green, or Gray Containers that include Prohibited Container Contaminants. On or before July 1 of each year, Franchisee shall provide notice to City of any Facility used by the Franchisee for the processing of Solid Waste Collected within the City.

B. The City will consider Franchisees provision of a three-container Collection program at the request of a Generator to be in compliance with Sections 8.14.020 and 8.14.030 of the City Code.

C. Source Separated Recyclable Materials Collection (Blue Container or Lid). Franchisee shall provide Blue Containers to Generators for Collection of Source Separated

Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, Franchisee shall transport the Source Separated Recyclable Materials to a Facility that recovers the materials designated for Collection, in accordance with SB 1383 Regulations.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), tin and bi-metal cans; and (ii) SSGCOW such as: Paper Products, Printing and Writing Papers, wood and dry lumber.

D. SSGCOW Collection (Green Container or Lid). Franchisee shall provide Green Containers to Generators for Collection of SSGCOW and shall provide SSGCOW Collection service. Franchisee shall transport the SSGCOW to a Facility in accordance with SB 1383 Regulations.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, and Compostable Plastics. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50lbs, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds.

Franchisee may Collect compliant Compostable Plastics in the Green Containers for Processing. At least two (2) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Franchisee shall provide written notification to the City whether the Facility can or cannot Process and recover these Compostable Plastics in accordance with SB 1383 Regulations. If the Facility can process and recover Compostable Plastics, and Franchisee elects to Collect Compostable Plastics in the Green Container, then Franchisee shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If the Facility cannot process and recover Compostable Plastics, then Franchisee will not Collect Compostable Plastics in the Green Container. It is also understood that Franchisee proposes to process the City's organics through its Anaerobic Digester Facility (AD). AD Facilities do not accept compostable plastics at the current time.

Franchisee may require Generators to place Food Waste in plastic bags or other wrappings and put the bagged or wrapped Food Waste in the Green Container. At least two (2) months prior to the commencement of the use of plastic bags for the Food Waste program, Franchisee shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Facility can Process and remove plastic bags when it recovers SSGCOW. Franchisee shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW. It is also understood that Franchisee may propose to process the City's organics through its Anaerobic Digester Facility (AD). AD Facilities do not accept plastic bags or other wrappings at the current time.

E. Gray Container Waste Collection. Franchisee shall provide Gray Containers or Lids to Generators for Collection of Gray Container Waste and shall provide Gray Container Waste Collection service. Franchisee shall transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. Franchisee may allow carpets, and textiles to be placed in the Gray Containers. Prohibited Container Contaminants shall not be Collected in the Gray Containers.

III. Contamination Monitoring

A. Franchisee shall meet its contamination monitoring requirements commencing January 1, 2024, using either Route Reviews or Waste Evaluations in accordance with SB 1383 Regulations. Franchisee shall use all reasonable efforts to begin complying with these requirements starting January 1, 2023.

B. Route Reviews.

Franchisee shall meet its SB 1383 Regulations contamination monitoring requirements commencing January 1, 2024, with respect to Solid Waste Collected by Franchisee using route reviews as outlined herein:

1. Franchisee shall conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Franchisee; is approved by the City; is conducted in a manner that results in all Hauler Routes being reviewed annually, and is consistent and in accordance with SB 1383 Regulations. Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually.

2. Upon finding Prohibited Container Contaminants in the container, Franchisee shall follow the contamination monitoring noticing procedures paragraph D.3 of this Section II.

3. Franchisee shall maintain all applicable records required under SB 1383 Regulations, and report to the City on a quarterly basis on contamination monitoring activities, route reviews and/or waste evaluations, and actions taken.

4. Notwithstanding the foregoing, this Section III shall not prohibit Franchisee from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time.

C. Waste Evaluations

Alternatively, if Franchisee elects to perform Waste Evaluations (or is required to perform Waste Evaluations as required herein), Franchisee shall, conduct waste evaluations that comply with and meet the requirements of 14 CCR Section 18984.5(c). The City maintains the right to observe, or hire a third party to observe, the waste evaluations.

1. Sampling Method, Study Protocols. The Franchisee shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

a. If using a Standard Compliance Approach, Franchisee shall conduct waste evaluations at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR section 18984.5(c). If using a Performance-based Compliance Approach, Franchisee shall conduct waste evaluations at least twice per year for the Blue and Green Containers and at least once per quarter for the Gray Containers.

b. The Franchisee's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste.

c. The waste evaluations shall include samples from each Container type served by the Franchisee and shall include samples taken from different areas in the City that are representative of the City's waste stream.

d. The waste evaluations shall include at least the minimum number of samples specified in SB 1383 Regulations.

e. The Franchisee shall Transport all of the material Collected for sampling to a sorting area at a permitted solid waste Facility where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Franchisee shall use the following protocol:

i. The Franchisee shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling.

ii. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

iii. For each 200-pound sample, the Franchisee shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

iv. The Franchisee shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.

2. Contamination Response. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Franchisee shall:

a. If using a Performance-based Compliance Approach, notify the City within fifteen (15) working days of the waste evaluation.

b. Within fifteen (15) working days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Franchisee may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the City.

c. If using a Performance-based Compliance Approach, Franchisee shall allow a representative of the City and/or CalRecycle to oversee its next scheduled quarterly sampling of the Gray Containers, upon request.

3. **Material Exceptions.** If the Franchisee is using the Performance-based Compliance Approach, Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material subject to a quarantine on movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray Container Waste.

D. Actions upon Identification of Prohibited Container Contaminants.

Upon finding Prohibited Container Contaminants in a Container, Franchisee shall follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Franchisee representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Generator's address, type of container (Blue, Green, or Gray Container).

2. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container Contaminants in a Generator's container, Franchisee shall provide the Generator a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Generator of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Generator's requirement to properly separate materials into the appropriate containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Generator of the courtesy pick-up of the contaminated materials on this occasion with information that following three consecutive instances of Prohibited Container Contaminants within a six-month time period, Franchisee may assess contamination Processing fees. Franchisee shall leave the courtesy pick-up notice attached to or adhered to the Generator's contaminated containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message.

3. **Notice of Assessment of Contamination Processing Fees.** If the Franchisee observes Prohibited Container Contaminants in a Generator's Container on more than three consecutive occasions within a six-month time period, and issued courtesy pick-up notices on each of those occasions, the Franchisee may impose a contamination Processing fee of \$35.00 (which will be adjusted annually pursuant to the same CPI Index used for annual rate adjustments). Franchisee shall notify the City in its quarterly report of Generators for which contamination

Processing fees were assessed. Franchisee shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Generator will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the City.

E. Disposal of Contaminated Materials. If the Franchisee observes Prohibited Container Contaminants in a Generator's Container(s), Franchisee may dispose of the Container's contents, provided Franchisee complies with the noticing requirements in subsection D(3) above.

IV. Education and Outreach

A. The City shall, at its sole expense, create all applicable education materials and conduct all education programs and activities as provided by and in accordance with the SB 1383 Regulations. Franchisee shall cooperate and coordinate with the City on public education activities with respect to Generators serviced by Franchisee. Franchisee's obligation to cooperate and coordinate with the City on public education activities shall include, but not be limited to, the distribution of City-approved education and outreach materials to the Generators serviced by Franchisee.

V. Inspections and Enforcement

Beginning January 1, 2024 Franchisee shall assist the City with and/or conduct applicable inspections and enforcement as required by SB 1383 Regulations, to the extent delegable, and to the extent the Generator is serviced by Franchisee. Franchisee shall maintain all applicable records from inspection and enforcement in accordance with SB 1383 Regulations. Franchisee shall use all reasonable efforts to begin complying with these requirements starting January 1, 2023.

VI. Generator Waiver Program Coordination

A. General. In accordance with SB 1383 Regulations and the City Code, the City may grant waivers (de minimis, physical space or Collection frequency) to Generators that impact the scope of Franchisee's provision of service for those Generators. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11.

B. Franchisee Change in Generators' Service Levels. When the City grants a waiver to a Generator, the City shall notify the Franchisee within fifteen (15) working days of the waiver approval with information on the Generator and any changes to the service level or Collection service requirements for the Generator. Franchisee shall have ten (10) working days to modify the Generator's service level and billing statement, as needed.

C. Franchisee Recordkeeping of Generators Granted Waivers. Upon Franchisee request, no more than two (2) times per year, the City shall provide Franchisee an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver.

City Council Agenda Item Report

Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: December 6, 2022

SUBJECT

Adoption of California Building Codes by Reference

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. Conduct first reading and introduce Ordinance No. 1290 amending Title 15, Building and Construction, to adopt the 2022 California Building Standards Code and 1997 Uniform Code for Abatement of Dangerous Buildings by reference; and
- C. Direct staff to schedule a public hearing on December 20, 2022, for the second reading and adoption of Ordinance No. 1290.

Background:

Every three years, the California Department of General Services' Building Code Standards Commission reviews, revises and adopts building and construction codes. In previous triennial cycles, the City has made amendments to the state adopted codes and submitted those amendments to the state along with justification for those amendments. In the past, these amendments served to provide our businesses with a competitive advantage, but this is no longer the case. Today, the state adopted building codes are the comprehensive standard used by the design and construction community and relied upon by the insurance industry to minimize the loss of life and property.

The Insurance Services Office (ISO) classifies fire departments and municipal building departments. These ratings are used by insurers to establish rates. Vernon is protected by a Class 2 Fire Department and a Class 2 Building Department. Nationally, less than 2% of building departments are rated Class 1 or Class 2 by the ISO. One of the areas the Building Department can improve in its quest to be rated Class 1 is by adoption of State building codes without amendment.

Accordingly, Ordinance No. 1290 amends Title 15 (Building and Construction) to adopt State codes without amendment. Pursuant to California Government Code Section 50022.3, after the first reading of this ordinance the Council should direct staff to schedule a public hearing for second reading and adoption of the ordinance.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

- 1. [Ordinance No. 1290](#)

ORDINANCE NO. 1290

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON AMENDING TITLE 15, BUILDING AND CONSTRUCTION, TO ADOPT THE 2022 CALIFORNIA BUILDING STANDARDS CODE AND 1997 UNIFORM CODE FOR ABATEMENT OF DANGEROUS BUILDINGS BY REFERENCE

THE CITY COUNCIL OF THE CITY OF VERNON HEREBY ORDAINS:

SECTION 1. 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 2. Vernon Municipal Code Chapters 15.08 through 15.40 are amended to read as follows:

Chapter 15.08 Building Code

15.08.010 2022 California Building Code adopted.

The City of Vernon hereby adopts by reference the 2022 California Building Code as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 2, Volumes 1 and 2, and Appendices C, F, H, I and J, and all standards contained therein, including all applicable tables, indices, addenda and footnotes. Except as otherwise provided herein, or as later amended, said California Building Code is hereby referred to and by such reference is incorporated herein as if fully set forth and is hereby adopted as the Building Code of the City of Vernon.

Chapter 15.12 Electrical Code

15.12.010 2022 California Electrical Code adopted.

The City of Vernon adopts by reference the 2022 California Electrical Code as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 3, including all of its tables, indices, appendices, addenda and footnotes. Except as otherwise provided herein, or as later amended, said California Electrical Code is hereby referred to and by such reference is incorporated herein as if fully set forth and is hereby adopted as the Electrical Code of the City of Vernon.

Chapter 15.16 Mechanical Code**15.16.010 2022 California Mechanical Code adopted.**

The City of Vernon adopts by reference the 2022 California Mechanical Code, as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 4, including all of its tables, indices, appendices, addenda and footnotes. Except as otherwise provided herein, or as later amended, said California Mechanical Code is hereby referred to and by such reference is incorporated herein as if fully set forth.

Chapter 15.20 Plumbing Code**15.20.010 2022 California Plumbing Code adopted.**

The City of Vernon adopts by reference the 2022 California Plumbing Code, as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 5, including all of its tables, indices, appendices, addenda and footnotes. Except as otherwise provided herein, or as later amended, said California Plumbing Code is hereby referred to and by such reference is incorporated herein as if fully set forth.

Chapter 15.24 Dangerous Buildings Code**15.24.010 1997 Uniform Code for Abatement of Dangerous Buildings adopted.**

The Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials, except as provided herein, is adopted as the Dangerous Buildings Code of the City of Vernon.

Chapter 15.28 Existing Building Code**15.28.010 2022 California Existing Building Code adopted.**

The City of Vernon adopts by reference the 2022 California Existing Building Code, as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 10, including the tables, indices, appendices, addenda and footnotes contained therein as the seismic strengthening provisions for unreinforced masonry bearing wall buildings for the City of Vernon. Except as otherwise provided herein, or as later amended, said California Existing Building Code is hereby referred to and by such reference is incorporated herein as if fully set forth.

15.28.020 Posting of sign.

Within three months of the effective date of the ordinance codified in this chapter, every owner of an unreinforced masonry bearing wall building located in the City shall post in a

conspicuous place at the entrance of the building, on a sign not less than five inches by seven inches, the following statement, printed in not less than 30-point bold type:

“THIS IS AN UNREINFORCED MASONRY BUILDING. UNREINFORCED MASONRY BUILDINGS MAY BE UNSAFE IN THE EVENT OF A MAJOR EARTHQUAKE.”

15.28.030 Compliance with the California Existing Building Code.

A. The owner of any unreinforced masonry bearing wall building shall comply with the provisions of the California Existing Building Code whenever the building undergoes a major addition, alteration or repair. For purposes of this section, “major addition, alteration or repair” means all additions, alterations or repairs within a three-year period where the cumulative cost thereof exceeds 25% of the assessed value of the building as shown on the last equalized assessment roll, as determined by the Building Official.

B. The owner of an unreinforced masonry bearing wall building shall comply with the provisions of the California Existing Building Code when repairs or renovation of an existing roof or roof covering within a three-year period involves more than 25% of the total roof area, as determined by the Building Official.

C. The owner of an unreinforced masonry bearing wall building shall comply with the provisions of the California Existing Building Code whenever there is change in occupancy classification from a less hazardous to a more hazardous category according to Table 1604.5 of the Building Code.

D. Any building owner dissatisfied with the determination of the Building Official pursuant to this section may appeal to the City Council.

15.28.040 Chapter A2 of the 2021 International Existing Building Code adopted.

Chapter A2 of the 2021 International Existing Building Code, published by the International Code Council, Inc., is hereby adopted as the minimum standard for seismic strengthening of tilt-up concrete wall buildings. This standard is established as a minimum guideline for those property owners voluntarily selecting to retrofit their structures and shall not be construed as the City of Vernon mandated program. Except as otherwise provided herein, or as later amended, said 2021 International Existing Building Code is hereby referred to and by such reference is incorporated herein as if fully set forth.

Chapter 15.32 Residential Code

15.32.010 2022 California Residential Code adopted.

The City of Vernon adopts by reference the 2022 California Residential Code and Appendix V thereof, as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 2.5, including Appendix Chapters H, J, T,

V, and all tables, indices, addenda and footnotes. Except as otherwise provided herein, or as later amended, said California Residential Code is hereby referred to and by such reference is incorporated herein as if fully set forth.

Chapter 15.36 Green Building Standards Code

15.36.010 2022 Green Building Standards Code adopted.

The City of Vernon adopts by reference the 2022 California Green Building Standards Code, also known as CALGreen Code, as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 11, including applicable tables, indices, appendices, addenda and footnotes. Except as otherwise provided herein, or as later amended, said California Green Building Standards Code is hereby referred to and by such reference is incorporated herein as if fully set forth and is hereby adopted by reference as the Green Building Standards Code of the City of Vernon.

Chapter 15.40 Energy Code

15.40.010 2022 California Energy Code adopted.

The City of Vernon adopts by reference the 2022 California Energy Code, as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 6, including all of its tables, indices, appendices, addenda and footnotes subject, however, to the amendments, additions and deletions set forth in this chapter. Except as otherwise provided herein, or as later amended, said California Energy Code is hereby referred to and by such reference is incorporated herein as if fully set forth as the Energy Code of the City of Vernon.

SECTION 3. Vernon Municipal Code Chapter 15.42 is added to read as follows:

Chapter 15.42 Referenced Standards

15.42.010 2022 California Referenced Standards adopted.

The City of Vernon adopts by reference the 2022 California Referenced Standards Code, as published by the California Building Standards Commission, California Code of Regulations, Title 24, Part 12, including all of its tables, indices, appendices, addenda and footnotes subject, however, to the amendments, additions and deletions set forth in this chapter. Except as otherwise provided herein, or as later amended, said California Referenced Standards are hereby referred to and by such reference are incorporated herein as if fully set forth as the Referenced Standards of the City of Vernon.

SECTION 4. Vernon Municipal Code Section 15.56.060 is amended to read as follows:

15.56.060 2021 Edition of the International Existing Building Code adopted, repair criteria.

The 2021 Edition of the International Existing Building Code, published by the International Code Council, Inc., subject however, to the amendments, additions and deletions set forth in this chapter, is hereby adopted by reference as the repair criteria of the City of Vernon relating to disaster repair and reconstruction.

SECTION 5. Any provision of the Vernon Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistencies and no further, is repealed or modified to that extent necessary to affect the provisions of this ordinance.

SECTION 6. If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this ordinance is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this ordinance are declared to be severable.

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

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

APPROVED AND ADOPTED _____, 2022.

LETICIA LOPEZ, Mayor

ATTEST:

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, City Attorney

City Council Agenda Item Report

Submitted by: Diana Figueroa
Submitting Department: City Administration
Meeting Date: December 6, 2022

SUBJECT

Fund Allocation, Eligibility, and Criteria for Vernon CommUNITY Fund Grants

Recommendation:

- A. Introduce and conduct first reading of Ordinance No. 1291 amending Vernon Municipal Code Sections 2.48.090, 2.48.100 2.48.110 and 2.48.130 relating to the Vernon CommUNITY Fund; and
- B. Direct staff to schedule second reading and adoption for the December 20, 2022 City Council meeting.

Background:

As one of the key elements of the City's good governance reforms, the City Council created the Vernon CommUNITY Fund (VCF) to provide grants to charitable and governmental entities for projects and programs that benefit those residing and working in Vernon. Given the largely industrial nature of Vernon, it was determined that the purpose and goals of the VCF were in the best interest of the City and its residents, businesses, and workers. On February 4, 2014, the City Council established the Vernon CommUNITY Fund Grant Committee (Grant Committee) and provided the basic guidelines and operational procedures for said Committee and its officers, including those related to the allocation of funds, and the processes for reviewing and ranking applications and awarding grants.

Over the years, the VCF has developed a positive reputation among the non-profit community. The Grant Committee has been successful in administering a program that has faithfully served the Vernon Area (which includes Vernon, Maywood, Bell, Huntington Park, Commerce, the area within the City of Los Angeles known as Boyle Heights, and the unincorporated area known as East Los Angeles). In 2017, the VCF Grant Committee augmented its grantmaking goals to include a scholarship program and approved the implementation of the VCF Scholarship Program (Program). Program development occurred over the course of 2018, culminating with the Program kick-off in January of 2019. The Grant Committee has awarded VCF Scholarships to deserving high school seniors residing in the Vernon Area each year since.

Grant Committee Proposed Amendments

After having utilized the VCF Scholarship application over the last four years, the Grant Committee, at its May 18, 2022 meeting, recommended updates that serve to refine the application and more efficiently facilitate staff's review process. Two of such suggested revisions must be modified via ordinance amendment. A summary of the VCF Grant Committee's proposed edits to the Vernon Municipal Code (VMC) has been included below:

- Allow Students Who Attend School in Vernon Area Apply (change via ordinance): Currently, the VCF only allows residents of the Vernon Area to submit a VCF Scholarship application. The proposed change ensures that students at area schools (regardless of residency) will also be eligible, slightly broadening the applicant pool for

the Program and offering the VCF scholarship opportunity to more students while still ensuring that the Program remains within a manageable scope for the City to administer.

- Remove 12-Month Minimum Residency Requirement (change via ordinance): Since proposed updates to the application will allow students from Vernon Area schools to apply without residency, this stringent requirement seems unnecessary. Additionally, the duration of residency reported by applicants is difficult for staff to verify.

Other changes recommended by the VCF Grant Committee included non-substantive administrative updates and cleanup for the VCF Scholarship Applicant Package and Program Guidelines. With Council adoption of the proposed ordinance revisions noted above, changes that reflect ordinance updates will be made to the VCF Scholarship Applicant Package and Program Guidelines accordingly.

Fund Allocation Amendments

In addition to the modifications recommended by the Grant Committee, staff is proposing further amendments to VMC Section 2.48.100. As it stands now, pursuant to VMC Section 2.48.100, the City Council may appropriate funds to the VCF. The Grant Committee shall then, in turn, allocate these funds to cover administrative costs and provide grants intended to promote health, safety, educational and recreational efforts throughout the Vernon Area.

Proposed amendments to Section 2.48.100 would allow donations/contributions from private business entities and individuals towards VCF Scholarship Grants, thereby potentially increasing the amount of funds available for the VCF Scholarship Program. For Fiscal Year 2022-23, an allocation of \$40,000 has been approved by the Grant Committee for the purpose of awarding scholarships. An option to collect contributions from the Vernon business community would presumably enable the City to administer a more robust Program that would have a greater and more enduring impact on Vernon Area students seeking higher education.

Public/Private partnerships are commonplace and many municipalities accept donations to further city initiatives, bolster community programs, or improve public spaces. The City's Finance Department is prepared to receive such donations and has a mechanism in place to ensure that any VCF Scholarship Program contributions are earmarked for their specific purpose. Staff will bring forward at a subsequent meeting a donation policy/procedure for Council approval. Although, the City can accept donations without any legal issues or conflicts, a Citywide policy would clearly articulate the authority by which the City may accept and designate as City property donations of money, materials, or equipment made by citizens, businesses, community organizations, and others.

Objectives of Ordinance Amendments

The proposed amendments to Sections 2.48.090, 2.48.100, 2.48.110 and 2.48.130 of Chapter 2.48 of the VMC will accomplish the following objectives:

- Allow the VCF Scholarship Program to reach a broader student base
- Increase funding for the VCF Scholarship Program, a valuable tool that empowers and enables students from underserved communities
- Provide the Vernon business community with an opportunity to support a scholarship program without the hassle of managing its administration
- Preserve the aspirations of the Grant Committee to expand the outreach of the Vernon CommUNITY Fund
- Perform other non-substantive administrative updates

For the reasons set forth in this staff report, it is recommended that Chapter 2.48 of the VMC be amended to allow donations/contributions from private business entities and individuals towards VCF Scholarship Grants, to expand VCF Scholarship Grant eligibility to students attending high school within the Vernon Area, to eliminate the 12-month residency requirement for eligible VCF Scholarship Grant applicants living in the Vernon Area, and to make other minor corrections to VMC language.

Fiscal Impact:

There is no fiscal impact associated with this report. If adopted, amendments to Chapter 2.48 of the VMC may increase the total funding available for VCF Scholarship Program grant awards.

Attachments:

1. [Ordinance No. 1291](#)

ORDINANCE NO. 1291

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VERNON
AMENDING VERNON MUNICIPAL CODE SECTIONS 2.48.090,
2.48.100, 2.48.110 AND 2.48.130 RELATING TO THE VERNON
COMMUNITY FUND

SECTION 1. Recitals.

- A. On February 4, 2014, the City Council of the City of Vernon adopted Ordinance No. 1218 establishing the Vernon CommUNITY Fund Grant Committee (Grant Committee) to facilitate grants to charitable and governmental entities for projects and programs that benefit the community in and around Vernon.
- B. Chapter 2.48 of Title 2 of the Vernon Municipal Code establishes the allocation of funds by the Grant Committee, eligibility criteria for grant recipients, and criteria for ranking grant proposals.
- C. By memorandum dated December 6, 2022, the City Administrator has recommended the adoption of an ordinance amending Sections 2.48.090, 2.48.100, 2.48.110 and 2.48.130 of Chapter 2.48 of the Vernon Municipal Code to allow donations/contributions from private business entities and individuals towards VCF Scholarship Grants, to expand VCF Scholarship Grant eligibility to students attending high school within the "Vernon area" as defined in Section 2.48.030, to eliminate the 12-month residency requirement for eligible VCF Scholarship Grant applicants living in the Vernon area, and to make other minor corrections to the Code language.
- D. The City Council desires to amend Vernon Municipal Code Sections 2.48.090, 2.48.100, 2.48.110 and 2.48.130 to allow donations/contributions from private business entities and individuals towards VCF Scholarship Grants, to expand VCF Scholarship Grant eligibility to students attending high school within the "Vernon area" as defined in Section 2.48.030, to eliminate the 12-month residency requirement for eligible VCF Scholarship Grant applicants living in the Vernon area, and to make other minor corrections to the Code language.

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. Vernon Municipal Code Section 2.48.090.C.1. is amended to read as follows:

C.1. Within 60 days of receipt of a proposal, the Executive Director shall endeavor to make an initial determination of the applicant's eligibility and notify the applicant of

that determination. An applicant who has been determined to be ineligible by the Executive Director may appeal this determination to the City Council. Appeals must be filed with the City Clerk within 30 days of the issuance of the notice of ineligibility. The Executive Director shall establish procedures for filing and hearing appeals. These procedures shall be enclosed with each notice of ineligibility. If an applicant fails to properly appeal the Executive Director's decision in a timely manner, the decision of the Executive Director shall be final."

SECTION 4. Vernon Municipal Code Section 2.48.100 is amended to read as follows:

Fund appropriation for the VCF shall be determined each fiscal year by contributions from two separate funding sources: 1) City Council approval of budget appropriation from the General Fund; and 2) Donations/contributions from private business entities or individuals designated for VCF Scholarship Grants.

The Grant Committee shall allocate funds appropriated to the VCF according to the following formula:

- A. Administrative costs shall be determined for the fiscal year and the amount shall be allocated for payment from funds appropriated to the VCF by the City Council.
- B. The remainder of available General Fund moneys ~~funds~~ in any fiscal year may be awarded to proposals from 501(c)(3) Tax-Exempt Organizations to expend funds on direct services and/or scholarship grants. No single grant ~~of this type~~ shall be in an amount more than \$250,000.00.
- C. Donations/contributions from private business entities or individuals designated for VCF Scholarship Grants shall be used solely to fund VCF Scholarship Grants and shall not be used to support 501(c)(3) Tax-Exempt Organizations.

SECTION 5. Vernon Municipal Code Section 2.48.110.B.4. is amended to read as follows:

- B.4. Provide proof of current attendance at a high school within the Vernon area, as defined in Section 2.48.030, or proof of current residency in the Vernon area (U.S. citizenship is not required). Proof must be under the applicant's name, or parent's name if the applicant is a dependent student (under 18 years of age).

SECTION 6. Vernon Municipal Code Section 2.48.130 A-C is amended to read as follows:

- A. At each meeting of the Grant Committee, the Committee shall review grant proposals or scholarship applications, consider the recommendations of the Executive Director, and determine whether to award grants based upon the requirements of Section 2.48.120.

B. Prior to each regularly scheduled meeting, the Executive Director shall make available to the Grant Committee and to the public all proposals or scholarship applications from eligible grant applicants that are to be considered at the meeting, along with comments on the City's website. For special meetings, this information shall be provided to the Grant Committee and the public at the time that the meeting is called.

C. The Grant Committee shall award grants only upon a minimum of four votes in favor of a grant proposal or scholarship application.

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 _____, 2022.

ATTEST:

LETICIA LOPEZ, Mayor

LISA POPE, City Clerk
(seal)

APPROVED AS TO FORM:

ZAYNAH N. MOUSSA, City Attorney

City Council Agenda Item Report

Submitted by: Sandra Dolson
Submitting Department: City Clerk
Meeting Date: December 6, 2022

SUBJECT

City Council Appointments to Outside Agencies

Recommendation:

Appoint a voter registered in the City of Vernon to the Greater Los Angeles County Vector Control District Board of Trustees for a two or four year term.

Background:

The City is a member of the Greater Los Angeles County Vector Control District (District), which is governed by a Board of Trustees representing the member cities and unincorporated Los Angeles County. The City Council has the opportunity to appoint a voter registered in the City of Vernon to serve as a trustee.

On August 17, 2021, the City Council selected Leticia Lopez to serve as the City's representative for the term ending January 2, 2023. Pursuant to California Health and Safety Code Section 2024, the Council may consider reappointing Trustee Lopez or appointing a new trustee for a 2 or 4 year term. The appointee must be a voter registered in the City of Vernon. Ms. Lopez has expressed desire to continue to serve on the Board of Trustees.

The representative is expected to attend board meetings on the 2nd Thursday of each month. There is no compensation except for the necessary travel expenses.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

1. [Vector Control District Board of Trustees](#)

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 Fax (562) 944-7976

Email: info@GLAmosquito.org Website: www.GLAmosquito.org

PRESIDENT

Emily Holman, Long Beach

VICE PRESIDENT

Scott T. Kwong, San Marino

SECRETARY-TREASURER

Marilyn Sanabria, Huntington Park

GENERAL MANAGER

Susanne Klueh

September 28, 2022

ARTESIA

Melissa Ramoso

BELL

Ali Saleh

BELL GARDENS

Pedro Aceituno

BELLFLOWER

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BURBANK

Dr. Jeff D. Wassem

CARSON

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Luis Roa

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Leonard Pieroni

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Steve Croft

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John Lewis

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Steven Appleton

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Jessica Torres

MONTEBELLO

Avik Cordeiro

NORWALK

Ana Valencia

PARAMOUNT

Isabel Aguayo

PICO RIVERA

Raul Elias

SAN FERNANDO

Jesse H. Avila

SANTA CLARITA

Heidi Heinrich

SANTA FE SPRINGS

Joe Angel Zamora

SIGNAL HILL

Robert D. Copeland

SOUTH EL MONTE

Hector Delgado

SOUTH GATE

Denise Diaz

VERNON

Leticia Lopez

WHITTIER

Jessica Martinez

Mr. Carlos Fandino, City Administrator
City of Vernon
4305 S. Santa Fe Avenue
Vernon, CA 90058

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County
Vector Control District Board of Trustees

Dear Mr. Fandino:

This correspondence is to inform you that the term of office for Trustee Leticia Lopez as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District **will expire on January 2, 2023**. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Lopez or appointing a new trustee for a **2 or 4 year term** of office, commencing at noon on the first Monday of January (i.e. January 2, 2023). **Please note, per the State Health and Safety Code, representatives must be appointed to serve a full 2- or 4-year term commencing on January 2, 2023, and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections a and b require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the District's general board meetings held monthly on the 2nd Thursday of the month. Pursuant to California Government Code Section 1770(g), the

Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses.

Please make your appointment/reappointment prior to January 2, 2023, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Mary-Joy Coburn, Director of Communications at 562-944-9656 ext. 510 or e-mail at mjcoburn@GLAmosquito.org.

Sincerely,

A handwritten signature in cursive script, appearing to read "S. Klueh".

Susanne Klueh
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC

cc: Leticia Lopez, Trustee

Lisa Pope, City Clerk

SHSC

2022.

(a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.

(b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.

(c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.

(d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.

(e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

(a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)