

The City of Hanford
CALIFORNIA



City Council Meeting Agenda

June 4, 2019
7:00 PM – Regular Meeting
Council Chambers
400 N. Douty St.

5:30 PM CALL TO ORDER STUDY SESSION & CLOSED SESSION:

ROLL CALL BY THE CITY CLERK:

PUBLIC COMMENT:

Comments from the public are limited to items listed on the agenda (GC 54954.3a). A maximum of three minutes is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.

STUDY SESSION:

- A. Update on Community Choice Aggregation with Lancaster Choice Energy.

CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- A. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (GC 54956.9(d)(1))

Helena v. City of Hanford
Kings County Case No. 17C0102

Medina v. City of Hanford
Kings County Case No. 18C0358

State of CA v. City of Hanford
Kings County Case No.: 18C0218

SJVEDC v. City of Hanford
Kings County Case No. 17C0142

City of Hanford v. Wounded Soldiers & Family Relief Fund, Inc.
Kings County Case No, 19UD0127

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (GC 54956.9(d)(2))

1 potential case.

7:00 PM CALL TO ORDER REGULAR SESSION:

ROLL CALL:

INVOCATION:

FLAG SALUTE:

RECOGNITIONS/PROCLAMATIONS:

A. Mikayla Contreras

Recognition for Winning Miss Teen California United States.

B. April Silva

Recognition for Outstanding Leadership

C. Melissa Simas

Recognition for Outstanding Leadership.

STAFF COMMUNICATIONS:

PUBLIC COMMENT:

This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Hanford City Council. This is also the public's opportunity to request an item from the Consent Calendar be pulled for discussion purposes or to comment on any item on the agenda. Comments related to Public Hearing items will be heard at the time the item is discussed.

*A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence*

COUNCIL RESPONSE TO PUBLIC COMMENT:

CONSENT CALENDAR:

Consent Calendar items are considered routine and will be enacted in one motion. There will be no separate discussion of these matters unless a request is made and then the item will be removed from the Consent Calendar to be discussed and voted upon by a separate motion.

A. Administration: Authorization for the City Manager to sign the contract for consulting services with Townsend Public Affairs, Inc. for the preparation and submittal of a grant application for Proposition 68 Statewide Parks Program funding.

B. Utilities and Engineering: Continuance of Emergency Resolution for Treatment Project on Well No. 50.

- C. Public Works: Purchase of 636 residential refuse containers from Toter Wastequip, LLC., in the amount of \$33,489.76 (tax and freight included).

- D. Finance: Warrant Register

PUBLIC HEARINGS:

- A. Community Development: Introduce and waive the first reading of Ordinance 19-07, approving Municipal Code Amendment No. 2019-01: a request by 198-43, LLC to amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding sections in order to permit or permit with a conditional use permit, the following uses in the C-R Regional Commercial zone district: colleges; exercise studios; large health facilities; business support services; medical offices; professional and commercial offices; laboratories; government offices; furniture stores; landscape nurseries; banks and credit unions – secondary branch; food catering; payday lenders; and tailoring. (RECOMMENDED TO BE CONTINUED TO JUNE 18, 2019)

GENERAL BUSINESS:

- A. Administration: Adopt Resolution 19-15-R, authorizing the City's entry into an exercise of Oint Powers Agreement regarding the California Choice Energy Authority (CCEA) and taking further actions related thereto.
- B. Community Development: Discussion and Direction regarding Community Development Fees including Planning, Building, Code Enforcement, Cannabis
- C. Administration: Discussion and direction to Staff regarding the development of a Landscape and Lighting Assessment District in preparation for the acquisition and development of a park in an existing neighborhood.

COUNCIL REPORTS/COMMENTS:

- A. Council Comments

COUNCIL FUTURE AGENDA ITEMS:

- A. Council Agenda Items

ADJOURNMENT:

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available to public inspection in the City Clerk's Office located at 319 N. Douty Street, Hanford, California 93230, during normal business hours. Such agendas are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post the agenda before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's office, 559-585-2515, 319 N. Douty Street, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



AGENDA STAFF REPORT

MEETING DATE: 6/4/2019	AGENDA SECTION: A
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SUBJECT:

Administration: Authorization for the City Manager to sign the contract for consulting services with Townsend Public Affairs, Inc. for the preparation and submittal of a grant application for Proposition 68 Statewide Parks Program funding.

RECOMMENDATION:

The Council, by motion, authorize the City Manager to sign the attached contract for consulting services with Townsend Public Affairs, Inc. for the preparation and submittal of a grant application for Proposition 68 Statewide Parks Program funding.

BACKGROUND:

At the request of Council, Staff solicited statements of qualification from three consulting firms in an effort to identify a preferred consultant to assist in preparing applications to Prop 68, the Statewide Parks Program. Two statements were received. After evaluation and discussion with two members of the Council, staff was directed to bring back a consulting services agreement with Townsend Public Affairs for a one-time application effort.

Richard Harmon from Townsend Public Affairs was contacted, and provided the draft consultant services agreement attached. The agreement has been reviewed and approved as to form by the City Attorney's office and complies with all insurance provisions required by the City. Upon the greatest likelihood of success, and prepare application.

FISCAL IMPACT:

The fee for service propped is \$7,500.00 per application. This fee can be paid from existing budget appropriations.

ATTACHMENTS:

2019 Master Contract Hanford and TPA D1 5 30 19
Hanford Insurance Bundle

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract") is made and entered into as of this 1st day of January 2019 by and between City of Hanford ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.
Client agrees to pay Consultant for the services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.
Subject to prior written authorization, Client shall reimburse Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.
5. Laws, Rules and Regulations.
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. No Condition to Payment.
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result. Consultant has made no representation or warranties regarding the achievement of any particular result or results. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder. Consultant does not guarantee any specific results in connection with the provision of services.
7. Independent Contractor.
It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

15. Notice.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

To Consultant: Townsend Public Affairs, Inc.
Attention: Christopher Townsend, President
1401 Dove Street, Ste. 330
Newport Beach, CA 92660

16. Indemnification.

To the fullest extent allowable by law, Consultant agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Consultant's or its owners, directors, officers, managers, employees, agents and subcontractor's willful wrongdoing or negligent acts or omissions in the performance of the services and Consultant's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

17. Insurance.

Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of this Agreement, the following insurance policies.

- Workers Compensation Coverage. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.
- General Liability Coverage. Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be FOUR MILLION AND NO/100 DOLLARS (\$4,000,000), twice the required occurrence limit.
- Automobile Liability Coverage. ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Consultant.

Consultant's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Consultant may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Consultant shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

Any deductibles or self-insured retentions must be declared to and approved by the City.

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

- The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations; products used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- For any claims related to this agreement, Consultant's insurance coverage shall be primary insurance as to the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall be non-contributory.
- Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Consultant hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Consultant may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Consultant agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.,

By: _____

Name: Christopher Townsend

Title: President

"CLIENT"

CITY OF HANFORD

By: _____

Name: Darrel Pyle

Title: City Manager

EXHIBIT "A"
TO
CONTRACT FOR CONSULTANT SERVICES

TERM: May 1, 2019 through December 31, 2019

FEE SCHEDULE: \$7,500 per application

SERVICES: Consultant will work with City staff to identify priority projects for upcoming rounds of Prop 68 funding, including but not limited to the Statewide Parks Program Round 3.

Consultant will work with City staff to draft grant applications, provide guidance regarding community outreach and other necessary application components, secure relevant letters of support and submit hard and electronic application copies on the Client's behalf.

Please see attached Addendum to Exhibit "A" for full description of services provided.

Client Initials _____

Consultant Initials _____



Attachment: 2019 Master Contract Hanford and TPA D1 5 30 19 (Admin: Townsend Contract)

ADDENDUM TO EXHIBIT “A”

The Services provided pursuant to the terms of the Contract for Consultant Services are the following:

- **Conduct Detailed Orientation:** TPA utilizes a comprehensive onboarding process that includes extensive meetings with various relevant members of City leadership and key City departments to help develop a strategic plan that is carefully tailored to satisfy the needs of the City, as well as designed for maximum success in the current funding environment.
- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City’s priorities. ***The plan will do more than simply identify City projects;*** it will outline and prioritize multiple funding options for each project, and develop a specific plan of work tailored for each project. It will also identify key “strings attached” to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City’s projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided and the City is burdened as little as possible while TPA pursues a grant opportunity.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application. TPA will also leverage relationships with relevant officials and program officers in various state funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding. TPA will also provide strategic assistance, such as letters of support from key stakeholders and other materials, to make the application as compelling and competitive as possible. TPA will ensure that applications are submitted prior to the deadline. TPA will also obtain a receipt for proof of submission.
- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City’s projects and convey their support for those projects.

Attachment: 2019 Master Contract Hanford and TPA D1 5 30 19 (Admin: Townsend Contract)

TPA will also utilize the following methods to provide support and advocate for the City's funding agenda:

- o **Build and Strengthen Relevant Relationships:** TPA has cultivated a network of valuable relationships that will be leveraged to promote the City's funding agenda.
- o **Leverage Relationships for Strategic Funding Plan:** TPA will engage various techniques to leverage our network of key relationships on behalf of the City:
 - Schedule meetings for the City to discuss relevant funding opportunities
 - Prepare all briefing materials and talking points for the City
 - Brief legislative offices and stakeholders on the City's funding agenda
 - Follow-up on meetings to ensure commitments and deliverables are being met
- o **Coordinate Advocacy Trips:** TPA will work with the City to coordinate advocacy trips to Sacramento to meet with the City's legislative delegation, as well as legislators that serve on committees relevant to the City's agenda. Furthermore, whenever possible, TPA will also schedule site visits by legislators to the City.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the District. This assistance will include interacting with granting agencies on behalf of the District, providing support for the drafting and submission of required reports, evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success



CERTIFICATE OF LIABILITY INSURANCE

14.A.b
DATE (MM/DD/YYYY)
05/30/2019

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bannister & Associates Insurance Agency CA License #0691071 305 17th Street Huntington Beach CA 92648-4209		CONTACT NAME: Rich Higgins PHONE (A/C, No, Ext): (714) 536-6086 E-MAIL ADDRESS: rich@bai-ins.com FAX (A/C, No): (714) 536-4054	
INSURED Townsend Public Affairs, Inc. 1401 Dove Street, Suite 330 Newport Beach CA 92660		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Nationwide Mutual Insurance Co INSURER C: AXIS Surplus Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 20443 23787 26620	

COVERAGES

CERTIFICATE NUMBER: Cert ID 3167

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		B 6074573557	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ACP 3018752757	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			B 6074573560	08/31/2018	08/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability (claims-made form)			ECN000036191801 Retention: \$5,000	07/31/2018	07/31/2019	Limit (each act): \$ 2,000,000 Limit (total limit): \$ 4,000,000

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

The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations; products used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

CERTIFICATE HOLDER

CANCELLATION

City of Hanford 315-321 North Douty Street Hanford CA 93230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

14.A.b
DATE (M/D/YYYY)
05/30/2019

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America NAIC # 25674	
INSURED TOWNSEND PUBLIC AFFAIRS INC 1401 DOVE ST SUITE 330 Newport Beach CA 92660		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1176945

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	UB7J01118518	07/01/2018	07/01/2019 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Hanford 315-321 North Douty Street Hanford CA 93230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION - WITH PRODUCTS COMPLETED
OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

The City of Hanford and its officers, officials, employees, and volunteers

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. The following is added to Paragraph C. Who Is An Insured:

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury," caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured(s); at the location(s) designated above; or

- c. "Your work" that is included in the "products-completed operations hazard" and performed for the additional insured, but only if this Policy provides such coverage, and only if the written contract or written agreement requires you to provide the additional insured such coverage.

- B.** The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:

- 1. The rendering of, or the failure to render any professional architectural, engineering, or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

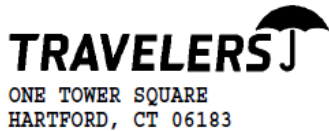
- 2. "Bodily Injury," "property damage," or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Policy.

C. The following is added to Paragraph H. of the Businessowners Common Policy Conditions:

H. Other Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

Attachment: Hanford Insurance Bundle (Admin: Townsend Contract)



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
POLICY NUMBER: (IJUB-7J011185-18)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

CITY OF HANFORD AND ITS
OFFICERS, OFFICIALS, EMPLOYEES,
AND VOLUNTEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 05-30-19 ST ASSIGN:

Page 1 of 1

Attachment: Hanford Insurance Bundle (Admin: Townsend Contract)



AGENDA STAFF REPORT

MEETING DATE: 6/4/2019	AGENDA SECTION: B
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SUBJECT:

Utilities and Engineering: Continuance of Emergency Resolution for Treatment Project on Well No. 50.

RECOMMENDATION:

That the City Council, by motion, continue the Emergency Resolution for the Treatment Project at Well No. 50.

BACKGROUND:

The City Municipal Code requires the City Council to take action to continue the Emergency Resolution at each regular Council Meeting until the project is complete.

FISCAL IMPACT:

No fiscal impact is realized.

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 6/4/2019	AGENDA SECTION: C
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SUBJECT:

Public Works: Purchase of 636 residential refuse containers from Toter Wastequip, LLC., in the amount of \$33,489.76 (tax and freight included).

RECOMMENDATION:

That the City Council, by motion, authorize the purchase of 636 residential refuse containers from Toter Wastequip, LLC., of Stateville, North Carolina, in the amount of \$33,489.76 (tax and freight included).

BACKGROUND:

To keep up with requests for new refuse service and to replace automated containers that have deteriorated and cannot be repaired, the Public Works Department - Refuse Division budgets funds annually for the purchase of new containers to maintain an adequate inventory.

The sole source purchase of residential refuse containers from Toter Wastequip, LLC., is being recommended due to the following:

- 1) The City has purchased thousands of refuse containers from Toter over the past several years.
- 2) Parts such as wheels and axles are interchangeable with existing inventory.
- 3) Dealing with one supplier results in improved warranty service.
- 4) Toter Wastequip, LLC., containers are dependable. The company has honored warranty issues in the past.

This order is being requested now due to depleted inventory and lead time necessary to facilitate manufacture and delivery of product. Product will be delivered and paid for after July 1, 2019.

FISCAL IMPACT:

The proposed FY 19/20 Refuse Division Fixed Asset Budget provides \$93,000 for the purchase of residential automated containers. Attached for council review is a copy of the proposed FY 19/20 Refuse Division Fixed Asset Budget. If approved, purchase of automated cans will be

funded in FY 19/20. Due to the long lead time for manufacture and delivery of cans, staff is requesting the approval of the can order now.

ATTACHMENTS:

Toter Price Quote

FY 19/20 Refuse Fixed Asset Budget (Proposed)



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10115912

Sell To:

Contact Name	Jason Ridgeway	Ship To Name	City of Hanford
Bill To Name	City of Hanford	Ship To	900 10th Ave
Bill To	315 N Douty St Hanford, CA 93230-3903 USA		Hanford, CA 93230 USA
Email	jridgeway@cityofhanfordca.com		
Phone	(559) 585-2569		

Quote Information

Salesperson	Pedrito Gella	Created Date	5/9/2019
Salesperson Email	pgella@wastequip.com	Expiration Date	6/8/2019
Salesperson Phone	(704) 330-9628	Quote Number	WQ-10115912
			Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
57596	Model 57596 - Toter 96 Gallon EVR Fully Automated Cart-NIPA	---Wheels - 10in Sunburst ---Unassembled ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	636.00	\$43.84	\$27,882.24
Op-SN-Toter	---Toter Serial Number Hot Stamped on Front of Cart Body in White		636.00	\$0.00	\$0.00
Op-BHSP-Both	---Body Hot Stamp on Both Sides (Existing)		636.00	\$0.50	\$318.00
200 - Color	---Body Color - (200) Black		212.00	\$0.00	\$0.00
200 - Lid - Color	---Lid Color - (200) Black		212.00	\$0.00	\$0.00
705 - Color	---Body Color - (705) Blue		212.00	\$0.00	\$0.00
705 - Lid - Color	---Lid Color - (705) Blue		212.00	\$0.00	\$0.00
940 - Color	---Body Color - (940) Green		212.00	\$0.00	\$0.00
940 - Lid - Color	---Lid Color - (940) Green		212.00	\$0.00	\$0.00

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$28,200.24
Shipping Terms	FOB Origin	Shipping	\$3,245.00
		Tax	\$2,044.52
		Grand Total	\$33,489.76

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale> as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Attachment: Toter Price Quote (PW: Purchase Residential Refuse Containers (Automated Cans))

Proposed FY19/20 Refuse Division -FIXED ASSETS 2031

CITY OF MANFORD FIXED ASSET REQUEST FORM

The new software Tyler/Munis will use already established Object Codes (these are the same as account numbers). We won't need to create a "new" account number every year. The list is the worksheet titled: OBJECT CODE LIST

DIV# :

DIVISION NAME:

Refuse

*One line for each like item (do not combine different items into one line).

Fixed Asset Object Codes (see list)	ITEM DESCRIPTION (LIMIT TO 25 SPACES)	QTY	UNIT \$ (If QTY is more than "1" enter Unit \$)	EXTENDED AMOUNT	New Position? Enter Job Title:
800188	One yard refuse container	10	550	5,500	(Replacement containers)
800188	Two yard refuse container	10	770	7,700	(Replacement containers)
800188	Three yard refuse container	15	840	12,600	(Replacement containers)
800188	Residential automated cans	950	60	57,000	(Replacement containers)
800188	Automated container lids	300	25	7,500	(Replacement lids)
800188	Two yard foodwaste container	7	1,000	7,000	(New service)
800188	Three yard refuse container	15	840	12,600	(New service)
800188	Three yard recycle container	20	840	16,800	(New service)
800188	Six yard recycle container	7	1,150	8,050	(New service)
800188	Residential automated cans	600	60	36,000	(New service)
				-	
				-	
				-	

Submitted by
print name & title]

Lou Camara, Director of Public Works



**AGENDA
STAFF REPORT**

MEETING DATE: 6/4/2019	AGENDA SECTION: D
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SUBJECT:

Finance: Warrant Register

RECOMMENDATION:

Approve warrant register for \$992,913.52.

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

WARRANT REGISTER-DIVISION ORDER 6-4-19

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
1100 CITY COUNCIL	7770 TRAINING/TRAVEL/MEETING	5/17/19	133937	SUSAN SORENSEN SUSAN SORENSEN	232.58		REISSUE CK# 132194	
	7495 PROF AND SPEC SERVICES	5/21/19	133985	HUDSON HENDERSON & COMPANY INC HUDSON HENDERSON & COMPANY INC	580.00	1401	PUB IMP CO 16/17 TAXS	
	7902 CONTRIB-KINGS ECON DEVEL	5/21/19	133990	KINGS CO ECON DEVELOPMENT CORP KINGS CO ECON DEVELOPMENT CORP	6,559.83	2198	2019-05 CONTRIBUTION	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134106	STEVE MORRISON DBA MORRISON'S SILKSCREEN	42.90	K11519	FIX 2 COUNCIL JACKETS	
	7160-004 INSURANCE-LIFE	5/28/19	134122	STANDARD INSURANCE COMPANY STANDARD LIFE INSURANCE COMPANY	14.25		2019-06 LIFE DRAXLER	
Division Total 1100 CITY COUNCIL					7,429.56			
1110 CITY MANAGER-CITY CLERK	7560 ADVERTISING & PUBLIC REL	5/28/19	134082	HANFORD SENTINEL CLASSIFIED HANFORD SENTINEL CLASSIFIED	662.31	90399	AD# 90399 PUBLICATION	
	7560 ADVERTISING & PUBLIC REL	5/28/19	134082	HANFORD SENTINEL CLASSIFIED HANFORD SENTINEL CLASSIFIED	312.56	90400	AD# 90400 PUBLICATION	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134097	LAUTZENHISER'S STATIONERY LAUTZENHISER'S STATIONERY	219.92	12287	MINUTE BOOK	
Division Total 1110 CITY MANAGER-CITY CLERK					1,194.79			
1111 PERSONNEL	7495 PROF AND SPEC SERVICES	5/21/19	133945	CHAD ALLEN ALLEN, CHAD	269.99		TUIT 5/8-10	
	7496 GRP INSUR ADM EXPENSE	5/28/19	134058	ADMINISTRATIVE SOLUTIONS INC ADMINISTRATIVE SOLUTIONS INC	102.00	136190	2018-09 RETIREES	
	7496 GRP INSUR ADM EXPENSE	5/28/19	134058	ADMINISTRATIVE SOLUTIONS INC ADMINISTRATIVE SOLUTIONS INC	102.00	138294	2018-10 RETIREES	
	7496 GRP INSUR ADM EXPENSE	5/28/19	134058	ADMINISTRATIVE SOLUTIONS INC ADMINISTRATIVE SOLUTIONS INC	102.00	142201	2018-12 RETIREES	

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
1111 PERSONNEL	7495 PROF AND SPEC SERVICES	5/28/19	134100	JOSHUA W LEVIN LEVIN, JOSHUA W	295.00		TUITION	
Division Total 1111 PERSONNEL					870.99			
1201 FINANCE-ACCOUNTING	7455 POSTAGE AND FREIGHT	5/21/19	134004	EXPRESS MESSENGER SYSTEMS DBA ON TRAC	3.93	8925778	DEPT OF ALCOHOLIC BEV	
	7450 PUBLICATIONS AND DUES	5/21/19	134026	SIMPLIFY COMPLIANCE LLC SIMPLIFY COMPLIANCE LLC	329.00	MHXX189C	ESLA 2019 SUBSCRIP	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134061	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	25.00	602143768	RTN CK FEE	
Division Total 1201 FINANCE-ACCOUNTING					357.93			
1210 FINANCE-UTILITY BILLING	7455 POSTAGE AND FREIGHT	5/21/19	134012	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	18.82	410061959	04/29-05/03/19	
	7455 POSTAGE AND FREIGHT	5/28/19	134112	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	1,164.49	410062188	2019-04 DELINQ	
	7455 POSTAGE AND FREIGHT	5/28/19	134112	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	19.46	410062244	5/6-5/10/19	
	7470 PRINTING	5/28/19	134112	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	214.52	410062188	2019-04 DELINQ	
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS VERIZON WIRELESS	10.40		2019-05 MTR READER	
Division Total 1210 FINANCE-UTILITY BILLING					1,427.69			
1309 LIABILITY INSURANCE	7333 INSUR-LIABILITY DEDUCT	5/21/19	133962	CONNERS APPLIANCE SERVICE CORP CONNERS APPLIANCE SERVICE CORP	830.00		SETTLEMENT OF CLAIM	
	7333 INSUR-LIABILITY DEDUCT	5/21/19	133974	ERIC DODD DBA GILBERT ELECTRIC CO	47,100.00	3002	REPL/DAMAGE 3 LT POLE	

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
Division Total 1309 LIABILITY INSURANCE					47,930.00			
1310 WORKERS' COMPENSATION	7490 CONTRACTED LEGAL SERVICE	5/21/19	134028	SLOAN SAKAI YEUNG & WONG LLC SLOAN SAKAI YEUNG & WONG LLC	2,756.17	38701	CARVE OUT AGREEMENT	
Division Total 1310 WORKERS' COMPENSATION					2,756.17			
1314 COMPUTER REPL RESERVE	819118 1-PROJECTOR/CC CHAMBERS	5/21/19	134003	NEWEGG BUSINESS INC NEWEGG BUSINESS INC	1,473.62	1302031418	PROJECTOR COUNC CHAMB	
	816030 FMS UPGRADE/COMM DEV	5/21/19	134036	TYLER TECHNOLOGIES INC TYLER TECHNOLOGIES INC	5,896.72	045-263205	TYLER IMPLEMENTATION	
Division Total 1314 COMPUTER REPL RESERVE					7,370.34			
1315 COMPUTER MAINTENANCE	7495 PROF AND SPEC SERVICES	5/21/19	133961	COMCAST CABLE COMMUNICATIONS, INC COMCAST CABLE COMMUNICATIONS, INC	240.94	0287568 5/1	8155500390287568 INTERNET	
Division Total 1315 COMPUTER MAINTENANCE					240.94			
1411 PLANNING	7320 COMMUNICATIONS	5/28/19	134057	A T & T A T & T (13982)	8.03	13015732	2019-04	
	7460 DUPLICATING EXPENSE	5/28/19	134071	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	24.91	264236	2019-04 COPIES	
	7460 DUPLICATING EXPENSE	5/28/19	134071	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	36.11	264278	2019-05 LEASE	
	7560 ADVERTISING & PUBLIC REL	5/28/19	134083	HANFORD SENTINEL 234-60007669 HANFORD SENTINEL LEGAL	141.81	90434	BLANKET PURCHASE ORDER	
	7560 ADVERTISING & PUBLIC REL	5/28/19	134083	HANFORD SENTINEL 234-60007669 HANFORD SENTINEL LEGAL	149.31	90435	BLANKET PURCHASE ORDER	
	4922 SUBDIVISION & ZONING FEES	5/28/19	134136	ZUMWALT HANSEN, INC ZUMWALT HANSEN, INC	16,419.84		RFD 301-0223/510-0236	

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
Division Total 1411 PLANNING					16,780.01			
1412 BUILDING INSPECTION	7320 COMMUNICATIONS	5/28/19	134057	A T & T A T & T (13982)	8.03	13015732	2019-04	
	7460 DUPLICATING EXPENSE	5/28/19	134071	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	24.91	264236	2019-04 COPIES	
	7460 DUPLICATING EXPENSE	5/28/19	134071	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	36.11	264278	2019-05 LEASE	
	7455 POSTAGE AND FREIGHT	5/28/19	134079	GOLDEN STATE OVERNIGHT GOLDEN STATE OVERNIGHT	17.04	3916568	SHIP TO INTERWEST	
	7320 COMMUNICATIONS	5/28/19	134131	VERIZON WIRELESS VERIZON WIRELESS	210.55	9829706215	2019-04	
Division Total 1412 BUILDING INSPECTION					296.64			
1413 CITY HFD PUBLIC HSG AUTH	7320 COMMUNICATIONS	5/28/19	134057	A T & T A T & T (13982)	8.03	13015732	2019-04	
	7460 DUPLICATING EXPENSE	5/28/19	134071	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	24.91	264236	2019-04 COPIES	
	7460 DUPLICATING EXPENSE	5/28/19	134071	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	36.10	264278	2019-05 LEASE	
Division Total 1413 CITY HFD PUBLIC HSG AUTH					69.04			
1450-018 CDBG ENTITLEMENT 2018/19	7531 ADMINISTRATIVE EXPENSES	5/28/19	134075	FEDERAL EXPRESS 1119-4936-0 FEDERAL EXPRESS	88.17	6-555-96689	SHIPPING	
	7531-003 KCAO	5/28/19	134092	KINGS COMMUNITY ACTION ORGANIZTN KINGS COMMUNITY ACTION ORGANIZTN	12,756.08		SVC DEL JAN-MAR 19	
Division Total 1450-018 CDBG ENTITLEMENT 2018/19					12,844.25			

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
1460-001 HOME REVOLVING REUSE FUND	7945-002 HOUSING LOANS-REUSE FUN	5/21/19	133958	CHICAGO TITLE CO CHICAGO TITLE CO	75,000.00		GMS 4407 925 OGDEN	
Division Total 1460-001 HOME REVOLVING REUSE FUND 75,000.00								
1511 POLICE-SUPPORT SERVICE	7770 TRAINING/TRAVEL/MEETING	5/17/19	133934	RUBEN A CANO CANO, RUBEN A	379.50	TR CANO9	ADV/CAMARILLO 6/2-7	
	7770 TRAINING/TRAVEL/MEETING	5/17/19	133934	RUBEN A CANO CANO, RUBEN A	678.00	TR CANO9	LDG/CAMARILLO 6/2-7	
	7495 PROF AND SPEC SERVICES	5/21/19	133940	A T & T A T & T	225.00	312896	LEA TRACKING NUMBERS	
	7320 COMMUNICATIONS	5/21/19	133941	A T & T A T & T (13982)	146.48	13015743	585-4700 CAL/LONG DISTANC	
	7320 COMMUNICATIONS	5/21/19	133941	A T & T A T & T (13982)	84.33	13015924	924-5333 LEMOORE LINE	
	7495 PROF AND SPEC SERVICES	5/21/19	133941	A T & T A T & T (13982)	700.92	13051327	2019-04 CLETS/DOJ	
	7580 RENTS AND LEASES-EQUIP	5/21/19	133948	AMERIPRIDE UNIFORM SERVICE AMERIPRIDE UNIFORM SERVICE	71.69	1502395863	RUGS 5/16	
	7770 TRAINING/TRAVEL/MEETING	5/21/19	133952	TONI BARNES BARNES, TONI	149.50	TR BARNES	ADV/ORANGE 6/2-4	
	7770 TRAINING/TRAVEL/MEETING	5/21/19	133952	TONI BARNES BARNES, TONI	264.47	TR BARNES	LDG/ORANGE 6/2-4	
	7770 TRAINING/TRAVEL/MEETING	5/21/19	133957	RUBEN A CANO CANO, RUBEN A	379.50	TR CANO8	ADV/CAMARILLO 5/26-31	
	7770 TRAINING/TRAVEL/MEETING	5/21/19	133957	RUBEN A CANO CANO, RUBEN A	678.00	TR CANO8	LDG/CAMARILLO 5/26-31	
	7770 TRAINING/TRAVEL/MEETING	5/21/19	133960	COLLEGE OF THE SEQUOIAS COLLEGE OF THE SEQUOIAS	108.00		REISSUE CK# 131571	
	7770 TRAINING/TRAVEL/MEETING	5/21/19	133960	COLLEGE OF THE SEQUOIAS COLLEGE OF THE SEQUOIAS	108.00		REISSUE CK# 131572	

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
1511 POLICE-SUPPORT SERVICE	7770	5/21/19	133960	COLLEGE OF THE SEQUOIAS	108.00		REISSUE CK# 131573	
	TRAINING/TRAVEL/MEETING			COLLEGE OF THE SEQUOIAS				
	7770	5/21/19	133976	GREGORY CHARLES FREINER	70.00	EXP 5/9-10	EXP/MADERA 5/9-10	
	TRAINING/TRAVEL/MEETING			GREGORY CHARLES FREINER				
	7770	5/21/19	133984	STEPHANIE HUDDLESTON	247.50	TR HUDDLE	ADV/LA 6/2-5	
	TRAINING/TRAVEL/MEETING			HUDDLESTON, STEPHANIE				
	7770	5/21/19	133984	STEPHANIE HUDDLESTON	773.82	TR HUDDLE	LDG/LA 6/2-5	
	TRAINING/TRAVEL/MEETING			HUDDLESTON, STEPHANIE				
	7770	5/21/19	134005	ORANGE CO SHERIFF'S DEPT	25.00	TR BARNES	REG/ORANGE 6/2-4	
	TRAINING/TRAVEL/MEETING			ORANGE CO SHERIFF'S DEPT				
	7770	5/21/19	134006	ORANGE CO SHERIFF'S DEPT	25.00	TR RIVERA	REG/ORANGE 6/2-4	
	TRAINING/TRAVEL/MEETING			ORANGE CO SHERIFF'S DEPT				
	7770	5/21/19	134007	ORANGE CO SHERIFF'S DEPT	25.00	TR TOMEY1	REG/ORANGE 6/2-4	
	TRAINING/TRAVEL/MEETING			ORANGE CO SHERIFF'S DEPT				
	7770	5/21/19	134018	JONATHAN RIVERA	149.50	TR RIVERA	ADV/ORANGE 6/2-4	
	TRAINING/TRAVEL/MEETING			RIVERA, JONATHAN				
	7770	5/21/19	134018	JONATHAN RIVERA	264.47	TR RIVERA	LDG/ORANGE 6/2-4	
	TRAINING/TRAVEL/MEETING			RIVERA, JONATHAN				
	7770	5/21/19	134020	RYAN TOMEY	149.50	TR TOMEY1	ADV/ORANGE 6/2-4	
	TRAINING/TRAVEL/MEETING			RYAN TOMEY				
	7770	5/21/19	134020	RYAN TOMEY	264.47	TR TOMEY1	LDG/ORANGE 6/2-4	
	TRAINING/TRAVEL/MEETING			RYAN TOMEY				
7320	5/21/19	134039	VERIZON WIRELESS	2,130.40	9829765917		BLANKET PURCHASE ORDER	
COMMUNICATIONS			VERIZON WIRELESS					
7600	5/28/19	134069	COOK'S COMMUNICATIONS CORP	67.57	140880		RPLC RAD ANT UNIT#602	
SPECIAL DEPARTMENTAL EX			COOK'S COMMUNICATIONS CORP					
7600	5/28/19	134095	LABELCITY	3.28	SI-912585		ESTIMATED SHIPPING/HANDLI	
SPECIAL DEPARTMENTAL EX			LABELCITY					
7600	5/28/19	134095	LABELCITY	145.68	SI-912585		LARGE SHIPPING LABELS (2-	
SPECIAL DEPARTMENTAL EX			LABELCITY					

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
1511 POLICE-SUPPORT SERVICE	7770 TRAINING/TRAVEL/MEETING	5/28/19	134108	NATIONAL ASSOC OF S R O, INC NATIONAL ASSOC OF S R O, INC	625.00	25870CONF	REG/GALLEGOS 6/22	
	7770 TRAINING/TRAVEL/MEETING	5/28/19	134108	NATIONAL ASSOC OF S R O, INC NATIONAL ASSOC OF S R O, INC	725.00	25870CONF	REG/HUDDLESTON 6/22	
	7320 COMMUNICATIONS	5/28/19	134128	MCI NETWORK SERV, INC DBA VERIZON BUSINESS SERVICES	612.99	71121616	CLETS SYSTEM SV100362	
	Division Total 1511 POLICE-SUPPORT SERVICE				10,385.57			
1512-1 POLICE-RECORDS	7460 DUPLICATING EXPENSE	5/21/19	133964	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	35.68	264462	M2535 IDN COPIER SERVICE	
	7460 DUPLICATING EXPENSE	5/21/19	133964	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	26.36	264464	TASKALFA 2551CI COPIER SE	
	7460 DUPLICATING EXPENSE	5/21/19	133964	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	160.93	264463	TASKALFA 5551CI COPIER SE	
	7460 DUPLICATING EXPENSE	5/21/19	133964	DATAFLOW BUSINESS SYSTEMS, INC DATAFLOW BUSINESS SYSTEMS, INC	53.11	264465	TASKALFA 6501I COPIER SER	
	7495 PROF AND SPEC SERVICES	5/28/19	134118	SHRED-IT US JV LLC DBA SHRED-IT USA LLC	91.41	8127234024	DOC SHREDDING	
	Division Total 1512-1 POLICE-RECORDS				367.49			
	1513 POLICE-OPERATIONS	7412 EQUIPMENT MAINTENANCE	5/21/19	133965	DATALUX CORP DATALUX CORP	27.45	48419	ESTIMATED SHIPPING/HANDLI
7412 EQUIPMENT MAINTENANCE		5/21/19	133965	DATALUX CORP DATALUX CORP	768.55	48419	KEYBOARD/BACKLIT KEYBOARD	
819661 REMODEL/BRIEF RM (POL)		5/21/19	133974	ERIC DODD DBA GILBERT ELECTRIC CO	5,711.32	3000	BRIEFING ROOM WORK	
Division Total 1513 POLICE-OPERATIONS				6,507.32				

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Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
1516 POLICE-SCHOOL OFFICER PRG	819312	5/28/19	134133	WONDRIES FLEET DIVISION	28,612.33	2C3CDX627	PATROL CAR 18/19 DODGE CH	
	2-CAR, PATROL (1516)			WONDRIES FLEET DIVISION				
	819312	5/28/19	134133	WONDRIES FLEET DIVISION	28,612.33	2C3CDX627	PATROL CAR 18/19 DODGE CH	
	2-CAR, PATROL (1516)			WONDRIES FLEET DIVISION				
Division Total 1516 POLICE-SCHOOL OFFICER PRG 57,224.66								
1518 POLICE-ANIMAL CONTROL	7600	5/21/19	133949	ANIMAL CARE EQUIP & SERVICES LLC	341.17	70502	FREEMAN HAMMOCK NET/2-4 E	
	SPECIAL DEPARTMENTAL EX			ANIMAL CARE EQUIP & SERVICES LLC				
	7600	5/21/19	133949	ANIMAL CARE EQUIP & SERVICES LLC	90.81	70778	FREEMAN HAMMOCK NET/2-4 E	
	SPECIAL DEPARTMENTAL EX			ANIMAL CARE EQUIP & SERVICES LLC				
	7600	5/21/19	133949	ANIMAL CARE EQUIP & SERVICES LLC	163.91	70502	GLOVES/TALON ANIMAL HANDL	
	SPECIAL DEPARTMENTAL EX			ANIMAL CARE EQUIP & SERVICES LLC				
	7600	5/21/19	133949	ANIMAL CARE EQUIP & SERVICES LLC	43.63	70778	GLOVES/TALON ANIMAL HANDL	
	SPECIAL DEPARTMENTAL EX			ANIMAL CARE EQUIP & SERVICES LLC				
	7600	5/21/19	133949	ANIMAL CARE EQUIP & SERVICES LLC	282.00	70502	KETCH-ALL CATCH POLE	
	SPECIAL DEPARTMENTAL EX			ANIMAL CARE EQUIP & SERVICES LLC				
	7600	5/21/19	133949	ANIMAL CARE EQUIP & SERVICES LLC	75.07	70778	KETCH-ALL CATCH POLE	
	SPECIAL DEPARTMENTAL EX			ANIMAL CARE EQUIP & SERVICES LLC				
Division Total 1518 POLICE-ANIMAL CONTROL 996.59								
1610 FIRE-ADMIN/SUPPRESSIO N	7495	5/21/19	133974	ERIC DODD DBA	968.83	2996	ST#2 RETROFT LIGHTS	
	PROF AND SPEC SERVICES			GILBERT ELECTRIC CO				
	7412	5/21/19	133993	L N CURTIS & SONS	3,400.40	INV261777	ANNUAL HURST SVC	
	EQUIPMENT MAINTENANCE			L N CURTIS & SONS				
	7600	5/21/19	133993	L N CURTIS & SONS	151.90	INV265173	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			L N CURTIS & SONS				
	7600	5/21/19	133993	L N CURTIS & SONS	62.49	INV279120	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			L N CURTIS & SONS				

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1610 FIRE-ADMIN/SUPPRESSION	7600 SPECIAL DEPARTMENTAL EXPENSE	5/21/19	133993	L N CURTIS & SONS L N CURTIS & SONS	79.07	INV280864	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	5/21/19	134014	TAYLOR BROTHERS, INC DBA R E S COM	52.00	1723673	MONTHLY PEST CONTROL	
	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	215.09		2019-04	
	7785 UTILITIES-GAS	5/21/19	134030	SOUTHERN CALIF GAS CO SOUTHERN CALIF GAS CO	287.52		2019-04 STA #1	
	7010 REGULAR EMPLOYEES	5/24/19	134055	THOMAS LEE THOMAS LEE	2,047.87		CY19 PP011 NO DIR DEP	
	7455 POSTAGE AND FREIGHT	5/28/19	134079	GOLDEN STATE OVERNIGHT GOLDEN STATE OVERNIGHT	15.99	3916568	SHIP TO INTERWEST	
	7495 PROF AND SPEC SERVICES	5/28/19	134113	TAYLOR BROTHERS, INC DBA R E S COM	45.00	1723723	MONTHLY PEST CONTROL	
	7770 TRAINING/TRAVEL/MEETING	5/28/19	134125	TOM MCKEAN TOM MCKEAN	54.00	EXP 5/13-16	EXP/ANAHEIM 5/13-16	
	7320 COMMUNICATIONS	5/28/19	134130	VERIZON WIRELESS VERIZON WIRELESS	181.15	9829687214	272128171 WIRELESS	
	Division Total 1610 FIRE-ADMIN/SUPPRESSION					7,561.31		
1610-001 FIRE CAP/EQUIP REPLACEMENTS	819064 RESCUE ROPES, SADDLE BAGS	5/21/19	133993	L N CURTIS & SONS L N CURTIS & SONS	8,170.12	481799	ROPE RESQ EQUIP	
	819067 10-TURNOUT BOOTS	5/21/19	133993	L N CURTIS & SONS L N CURTIS & SONS	909.76	INV240990	TURNOUT BOOTS	
	819067 10-TURNOUT BOOTS	5/21/19	133993	L N CURTIS & SONS L N CURTIS & SONS	439.33	INV251049	TURNOUT BOOTS	
	819067 10-TURNOUT BOOTS	5/21/19	133993	L N CURTIS & SONS L N CURTIS & SONS	847.55	INV252003	TURNOUT BOOTS	
	819067 10-TURNOUT BOOTS	5/21/19	133993	L N CURTIS & SONS L N CURTIS & SONS	1,868.07	INV240976	TURNOUT BOOTS/GLOVS	
	819067 10-TURNOUT BOOTS	5/21/19	133993	L N CURTIS & SONS L N CURTIS & SONS				

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1610-001 FIRE CAP/EQUIP REPL RES	819067 10-TURNOUT BOOTS	5/21/19	133993	L N CURTIS & SONS L N CURTIS & SONS	454.88	INV241391	TUROUT BOOTS	
	819068 10-HELMETS	5/28/19	134059	ALLSTAR FIRE EQUIPMENT INC ALLSTAR FIRE EQUIPMENT INC	77.57	215661	CHIEF HELMET SHIELD	
	819066 MINIBLINDS/FIRE STA 1 & 2	5/28/19	134065	BLINDS, ETC BLINDS, ETC	1,598.02	H05277	BLINDS FIRE STA #1	
	819066 MINIBLINDS/FIRE STA 1 & 2	5/28/19	134065	BLINDS, ETC BLINDS, ETC	1,221.57	H05278	BLINDS FIRE STA #2	
Division Total 1610-001 FIRE CAP/EQUIP REPL RES					15,586.87			
1611 FIRE-FIRE PREVENTION	7495 PROF AND SPEC SERVICES	5/28/19	134086	INTERWEST CONSULTING GROUP INC INTERWEST CONSULTING GROUP INC	178.98	48172	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	5/28/19	134086	INTERWEST CONSULTING GROUP INC INTERWEST CONSULTING GROUP INC	404.95	48771	BLANKET PURCHASE ORDER	
Division Total 1611 FIRE-FIRE PREVENTION					583.93			
1710 PARKS & REC-ADMIN	7450 PUBLICATIONS AND DUES	5/21/19	133956	CALIF PARK & RECREATION SOCIETY CALIF PARK & RECREATION SOCIETY	185.00	119615 5/19	DASILVA8/1/19-7/31/20	
Division Total 1710 PARKS & REC-ADMIN					185.00			
1711 PARKS & REC-SPORTS	7320 COMMUNICATIONS	5/21/19	133941	A T & T A T & T (13982)	22.63	13015730	582-4092 2019-04	
	7495 PROF AND SPEC SERVICES	5/21/19	133978	JUSTIN HAKKER HAKKER, JUSTIN	600.00		VOLLYBL LGE SUPER 5/9	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133994	LAWRENCE TRACTOR CO LAWRENCE TRACTOR CO	38.61	351931	FILTER	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133994	LAWRENCE TRACTOR CO LAWRENCE TRACTOR CO	(19.17)	351933	FILTER	

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1711 PARKS & REC-SPORTS	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134038	VALLEY OXYGEN, INC VALLEY OXYGEN, INC	90.44	405478	CO2 GAS PAINT MRKR	
	7495 PROF AND SPEC SERVICES	5/28/19	134062	GEORGE AUSTIN AUSTIN, GEORGE	106.00		SFTBL OFCL 5/13-21	
	7495 PROF AND SPEC SERVICES	5/28/19	134064	MATHEW BERTAINA BERTAINA MATHEW	96.00		SFTBL OFCL 5/18	
	7495 PROF AND SPEC SERVICES	5/28/19	134070	MARTIN CRUZ JR CRUZ, MARTIN JR	96.00		SFTBL OFCL 5/18	
	7495 PROF AND SPEC SERVICES	5/28/19	134073	RAYMOND DIAZ DIAZ RAYMOND	48.00		SFTBL OFCL 5/18	
	7495 PROF AND SPEC SERVICES	5/28/19	134074	TERRY GENE DUNCIL DUNCIL TERRY GENE	48.00		SFTBL OFCL 5/6-13	
	7495 PROF AND SPEC SERVICES	5/28/19	134078	ARNOLD GARZA GARZA, ARNOLD	92.00		SFTBL OFCL 5/6-13	
	7495 PROF AND SPEC SERVICES	5/28/19	134098	RODNEY LAWRENCE LAWRENCE, RODNEY	23.00		SFTBL OFCL 5/12	
	7495 PROF AND SPEC SERVICES	5/28/19	134099	WARREN LEASURE LEASURE, WARREN	138.00		SFTBL OFCL 5/13-21	
	7495 PROF AND SPEC SERVICES	5/28/19	134101	TONI MARIN MARIN, TONI	84.00		SFTBL OFCL 5/13-23	
	7495 PROF AND SPEC SERVICES	5/28/19	134104	RYAN MERCER MERCER, RYAN	161.00		SFTBL OFCL 5/14-23	
	7495 PROF AND SPEC SERVICES	5/28/19	134110	ZANE PERREIRA PERREIRA, ZANE	48.00		SFTBL OFCL 5/14-21	
	7495 PROF AND SPEC SERVICES	5/28/19	134111	MANDY S PHILLIPS PHILLIPS, MANDY S	48.00		SFTBL OFCL 5/14-23	
	7495 PROF AND SPEC SERVICES	5/28/19	134117	ANTHONY SANCHEZ SANCHEZ, ANTHONY	648.00		SFTBL OFCL 5/11-24	
	7495 PROF AND SPEC SERVICES	5/28/19	134120	STEPHEN SMITH SMITH, STEPHEN	161.00		REISSUE CK# 133562	

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1711 PARKS & REC-SPORTS	7495 PROF AND SPEC SERVICES	5/28/19	134120	STEPHEN SMITH SMITH, STEPHEN	69.00		SFTBL OFCL 5/21-23	
Division Total 1711 PARKS & REC-SPORTS					2,598.51			
1713 PARKS & REC-LONGFIELD	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134063	B S N SPORTS, INC B S N SPORTS, INC	301.80	905214596	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134132	WAL MART WAL MART	209.41		BLANKET PURCHASE ORDER	
Division Total 1713 PARKS & REC-LONGFIELD					511.21			
1714 PARKS & REC-POOL/SKATE	7495 PROF AND SPEC SERVICES	5/21/19	133955	CALIF DEPT OF INDUSTRIAL RELATIONS CALIF DEPT OF INDUSTRIAL RELATIONS	146.25	P1647392SA	WATER SLIDE INSPECT	
	5014-403 AQ-SWIM CLASSES	5/21/19	133973	STELLA GALL GALL STELLA	220.00	2003446	RFD SWIM CLASSES	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133995	LINCOLN EQUIPMENT INC LINCOLN AQUATICS	66.80	D8639274	EXTRA DECK KEY	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134001	STEVE MORRISON DBA MORRISON'S SILKSCREEN	75.08	K51419	BLANKET PURCHASE ORDER	
	7680 CONCESSION SUPPLIES	5/28/19	134081	CITY OF HANFORD PETTY CASH HANFORD PETTY CASH, CITY OF	100.00		START CHG POOL ADMIN	
	7680 CONCESSION SUPPLIES	5/28/19	134081	CITY OF HANFORD PETTY CASH HANFORD PETTY CASH, CITY OF	100.00		START CHG SNACK BAR	
	7412 EQUIPMENT MAINTENANCE	5/28/19	134103	CONSOLIDATED ELEC DIST, INC DBA MEDALLION SUPPLY	94.26	2877-483221	POOL SLIDE ELCT BKR	
Division Total 1714 PARKS & REC-POOL/SKATE					802.39			
1716 PARKS & REC-FACILITIES	7495 PROF AND SPEC SERVICES	5/28/19	134068	COMCAST CABLE COMMUNICATIONS, INC COMCAST CABLE COMMUNICATIONS, INC	109.95	0454929 5/1	8155500390454929 ETHERNET	

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1716 PARKS & REC-FACILITIES	4510 FM-FACILITIES-OTHER RENTS	5/28/19	134107	NAKAIKUAANA RAPOSAURATA NAKAIKUAANA RAPOSAURATA	45.00		RFD SHLTR CNCL #11181	
Division Total 1716 PARKS & REC-FACILITIES					154.95			
1719 PARKS & REC-YOUTH SERV	7320 COMMUNICATIONS	5/21/19	133941	A T & T A T & T (13982)	20.55	13018954	587-1658 2019-04	
	7770 TRAINING/TRAVEL/MEETING	5/21/19	133954	C P R S DISTRICT 7 C P R S DISTRICT 7	280.00		STAFF TRNG 6/1/19	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133963	CRESTLINE SPECIALTIES INC CRESTLINE SPECIALTIES INC	373.79	3885999	PROMO ITEMS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133969	F T G FINE EMBROIDERY & DESIGN F T G FINE EMBROIDERY & DESIGN	583.44	6145	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134132	WAL MART WAL MART	243.92		BLANKET PURCHASE ORDER	
Division Total 1719 PARKS & REC-YOUTH SERV					1,501.70			
1720 PARKS & REC-ADULT/SPCL	7470 PRINTING	5/21/19	133991	KINGS CO INFO TECHNOLOGY DEPT KINGS CO INFO TECHNOLOGY DEPT	183.15	2383	SENIOR NEWSLETTER	
	7495 PROF AND SPEC SERVICES	5/28/19	134115	CINDY LYNN RODRIGUEZ RODRIGUEZ, CINDY LYNN	204.00		2019-05 AEROBICS	
	7495 PROF AND SPEC SERVICES	5/28/19	134115	CINDY LYNN RODRIGUEZ RODRIGUEZ, CINDY LYNN	136.00		2019-05 WATER AEROBIC	
	7495 PROF AND SPEC SERVICES	5/28/19	134115	CINDY LYNN RODRIGUEZ RODRIGUEZ, CINDY LYNN	119.00		2109-05 WALKING CLASS	
	7495 PROF AND SPEC SERVICES	5/28/19	134116	JOHN BENTON DBA ROLLIN WEST BAND	250.00		JUNE BARN DANCE	
	7495 PROF AND SPEC SERVICES	5/28/19	134135	CATHERINE WUNDERLY SUAREZ WUNDERLY SUAREZ, CATHERINE	160.00		2019-05 ZUMBA	

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Division Total 1720 PARKS & REC-ADULT/SPCL					1,052.15			
1721 PARKS & REC-COMM PROM/EVT	7495 PROF AND SPEC SERVICES	5/28/19	134123	SWANK MOTION PICTURES INC	1,700.00	BO 1605647	SUMMER MOVIE PERMITS	
				SWANK MOTION PICTURES INC				
	7495 PROF AND SPEC SERVICES	5/28/19	134127	VANGUARD SECURITY RESPONSE TEAM INC	462.00	1010	FOOD TRUCK EVNT SECUR	
				VANGUARD SECURITY RESPONSE TEAM INC				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134132	WAL MART	88.01		BLANKET PURCHASE ORDER	
				WAL MART				
Division Total 1721 PARKS & REC-COMM PROM/EVT					2,250.01			
1722 PARKS & REC-PARKS	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133970	FASTENAL INDUSTRIAL & CONST SUPP	235.62	CAHAN7506	BLANKET PURCHASE ORDER	
				FASTENAL INDUSTRIAL & CONST SUPP				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	5.82	1551630	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	8.79	1552215	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	143.72	1553027	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7780 UTILITIES-ELECTRICITY	5/21/19	134010	P G & E	9.86		2019-04 6276476966-7	
				P G & E				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134084	HOME DEPOT U S A INC DBA	25.01	485213540	25.01	
				HOME DEPOT STORES, THE- SUPPLYWORKS				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134084	HOME DEPOT U S A INC DBA	494.85	484828603	RESTROOM SUPPLIES	
				HOME DEPOT STORES, THE- SUPPLYWORKS				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134084	HOME DEPOT U S A INC DBA	327.85	485064109	RESTROOM SUPPLIES	
				HOME DEPOT STORES, THE- SUPPLYWORKS				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134084	HOME DEPOT U S A INC DBA	7.77	485927024	RESTROOM SUPPLIES	
				HOME DEPOT STORES, THE- SUPPLYWORKS				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134091	PHILLIP J GAPEN DBA	18.05	4518	BLANKET PURCHASE ORDER	
				KINGS CO MOBILE LOCKSMITH SVC				

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1722 PARKS & REC-PARKS	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134103	CONSOLIDATED ELEC DIST, INC DBA MEDALLION SUPPLY	177.11	2877-483711	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134103	CONSOLIDATED ELEC DIST, INC DBA MEDALLION SUPPLY	66.19	2877-483841	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134105	MIRACLE PLAYGROUND SALES MIRACLE PLAYGROUND SALES	798.55	22239	COE PARK PARTS FOR SPLASH	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134105	MIRACLE PLAYGROUND SALES MIRACLE PLAYGROUND SALES	64.06	22238	ESTIMATED SHIPPING/HANDLI	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134105	MIRACLE PLAYGROUND SALES MIRACLE PLAYGROUND SALES	95.83	22239	ESTIMATED SHIPPING/HANDLI	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134105	MIRACLE PLAYGROUND SALES MIRACLE PLAYGROUND SALES	897.91	22238	FREEDOM PARK SPLASH PAD P	
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS VERIZON WIRELESS	5.71		2019-05 PARKS	
Division Total 1722 PARKS & REC-PARKS					3,382.70			
2010 PW-ADMINISTRATION & ENGR	7320 COMMUNICATIONS	5/28/19	134057	A T & T A T & T (13982)	20.94	13015731	583-1529 2019-04	
	7450 PUBLICATIONS AND DUES	5/28/19	134085	INNOVYZE INC INNOVYZE INC	2,735.00	190462559	ANN MAINT INFOWTR/SWR	
	7450 PUBLICATIONS AND DUES	5/28/19	134109	NATIONAL NOTARY ASSOC NATIONAL NOTARY ASSOC	59.00	982789 2019	REITSMA 2YR INS	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134118	SHRED-IT US JV LLC DBA SHRED-IT USA LLC	74.70	8127232732	DOC SHREDDING	
	7300 UNIFORM EXPENSE	5/28/19	134121	STADRI EMBLEMS STADRI EMBLEMS	18.70	376479	PW ROCKER (CRESCENT)	
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS VERIZON WIRELESS	146.60		2019-05 ENG	
Division Total 2010 PW-ADMINISTRATION & ENGR					3,054.94			

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2011 PW-STREET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133966	ECONOLITE PRODUCTS INC ECONOLITE PRODUCTS INC	253.28	149430	FLASHER 15 AMP	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133966	ECONOLITE PRODUCTS INC ECONOLITE PRODUCTS INC	1.94	149430	TARIFF FEE	
	7720 STREET CONST & MAINT MTR	5/21/19	133997	MACHADO & SONS CONSTRUCTION, INC MACHADO & SONS CONSTRUCTION, INC	50,650.00	13801	MANHOLE & WTR VALVE PRJ	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES MORGAN & SLATES	125.92	1554430	BLANKET PURCHASE ORDER	
	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	36,388.71		2019-04	
	7495 PROF AND SPEC SERVICES	5/21/19	134042	ZUMWALT HANSEN, INC ZUMWALT HANSEN, INC	750.45	12366	PROF SVCS 11/13-7/1	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134077	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	23.20	2098-5A	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134077	SHERWIN WILLIAMS COMPANY DBA FRAZEE INDUSTRIES	169.19	2234-6	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134087	J A MOMANEY SERVICES INC DBA J A M SERVICES INC	278.85	118925	10 8" RED BALLS	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134103	CONSOLIDATED ELEC DIST, INC DBA MEDALLION SUPPLY	43.16	2877-483135	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134103	CONSOLIDATED ELEC DIST, INC DBA MEDALLION SUPPLY	5.62	2877-483244	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134103	CONSOLIDATED ELEC DIST, INC DBA MEDALLION SUPPLY	16.90	2877-483727	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134103	CONSOLIDATED ELEC DIST, INC DBA MEDALLION SUPPLY	89.48	2877-483827	BLANKET PURCHASE ORDER	
	7300 UNIFORM EXPENSE	5/28/19	134121	STADRI EMBLEMS STADRI EMBLEMS	37.40	376479	PW ROCKER (CRESCENT)	
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS VERIZON WIRELESS	3.21		2019-05 STREETS	

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Division Total 2011 PW-STREET MAINTENANCE					88,837.31			
2020 AIRPORT-OPERATING	7320 COMMUNICATIONS	5/21/19	133941	A T & T A T & T (13982)	20.55	13015728	582-0101 2019-05	
	7495 PROF AND SPEC SERVICES	5/21/19	133987	J H TROXELL ELECTRIC J H TROXELL ELECTRIC	520.00	57	LIGHTING RPRS	
	7495 PROF AND SPEC SERVICES	5/21/19	133987	J H TROXELL ELECTRIC J H TROXELL ELECTRIC	260.00	58	PAPI LGHT CK	
	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	991.21		2019-04	
	7785 UTILITIES-GAS	5/21/19	134030	SOUTHERN CALIF GAS CO SOUTHERN CALIF GAS CO	5.22		2019-04	
	7495 PROF AND SPEC SERVICES	5/28/19	134093	KINGS REHABILITATION CENTER, INC KINGS REHABILITATION CENTER, INC	125.00	7817	BLANKET PURCHASE ORDER	
Division Total 2020 AIRPORT-OPERATING					1,921.98			
2031 REFUSE	7495 PROF AND SPEC SERVICES	5/17/19	133936	KINGS WASTE & RECYCLE AUTHORITY KINGS WASTE & RECYCLE AUTHORITY	249,357.06		2019-04 TIPPING FEES	
	7470 PRINTING	5/21/19	134012	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	262.77	410061901	8750 REFUSE INSERTS	
	7470 PRINTING	5/21/19	134012	REBECCA KOZLOWSKI DBA PRESORT CENTER OF FRESNO, LLC	262.76	410061901	8750 REFUSE INSERTS	
	7412 EQUIPMENT MAINTENANCE	5/21/19	134038	VALLEY OXYGEN, INC VALLEY OXYGEN, INC	84.48	405157	BLANKET PURCHASE ORDER	
	7412 EQUIPMENT MAINTENANCE	5/21/19	134038	VALLEY OXYGEN, INC VALLEY OXYGEN, INC	7.78	20190430	LATE CHARGE	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134091	PHILLIP J GAPEN DBA KINGS CO MOBILE LOCKSMITH SVC	100.28	4506	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134091	PHILLIP J GAPEN DBA KINGS CO MOBILE LOCKSMITH SVC	8.02	4513	BLANKET PURCHASE ORDER	

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2031 REFUSE	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134091	PHILLIP J GAPEN DBA KINGS CO MOBILE LOCKSMITH SVC	43.33	4533	BLANKET PURCHASE ORDER	
	7300 UNIFORM EXPENSE	5/28/19	134121	STADRI EMBLEMS STADRI EMBLEMS	56.10	376479	PW ROCKER (CRESCENT)	
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS VERIZON WIRELESS	8.98		2019-05 REFUSE	
	Division Total 2031 REFUSE				250,191.56			
2032 REFUSE-STREET CLEANING	7300 UNIFORM EXPENSE	5/28/19	134121	STADRI EMBLEMS STADRI EMBLEMS	18.70	376479	PW ROCKER (CRESCENT)	
	Division Total 2032 REFUSE-STREET CLEANING				18.70			
2040 FLEET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133942	WILLIAM KORETOFF DBA ACME ROTARY BROOM SERVICE	2,556.84	7885	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	237.97	FOO353745	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	133.79	FOO353755	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	1,286.88	FOO353759	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	15.65	FOO353765	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	292.66	FOO353778	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	382.43	FOO353802	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	398.37	FOO353803	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER				

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2040 FLEET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	133.97	FOO353803	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	146.11	FOO353832	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	637.96	FOO353851	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	489.53	FOO353884	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	283.28	FOO353900	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	405.69	FOO353900	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	(192.72)	FOO353953	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	(107.93)	FOO353953	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	766.83	FOO353954	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	261.86	FOO353961	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	92.74	FOO353963	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133943	CENTRAL VALLEY GMC DBA AFFINITY TRUCK CENTER	417.37	FOO353999	BLANKET PURCHASE ORDERS	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133970	FASTENAL INDUSTRIAL & CONST SUPP FASTENAL INDUSTRIAL & CONST SUPP	16.34	CAHAN7473	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133970	FASTENAL INDUSTRIAL & CONST SUPP FASTENAL INDUSTRIAL & CONST SUPP	22.09	CAHAN7506	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	5/21/19	133986	HYDRAULIC CONTROLS, INC HYDRAULIC CONTROLS, INC	106.00	02131299	LBR RPR #200	

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2040	7600	5/21/19	133986	HYDRAULIC CONTROLS, INC	77.78	02131299	PTS RPR #200	
FLEET MAINTENANCE	SPECIAL DEPARTMENTAL EX			HYDRAULIC CONTROLS, INC				
	7600	5/21/19	133989	JEFF'S AUTO SUPPLY	147.37	D213939	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			JEFF'S AUTO SUPPLY				
	7600	5/21/19	133989	JEFF'S AUTO SUPPLY	2.19	D213982	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			JEFF'S AUTO SUPPLY				
	7600	5/21/19	133989	JEFF'S AUTO SUPPLY	74.17	D214011	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			JEFF'S AUTO SUPPLY				
	7600	5/21/19	133989	JEFF'S AUTO SUPPLY	496.62	D214098	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			JEFF'S AUTO SUPPLY				
	7600	5/21/19	133989	JEFF'S AUTO SUPPLY	564.14	D214143	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			JEFF'S AUTO SUPPLY				
	7600	5/21/19	133989	JEFF'S AUTO SUPPLY	26.63	D214220	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			JEFF'S AUTO SUPPLY				
	7600	5/21/19	133989	JEFF'S AUTO SUPPLY	2.19	D214270	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			JEFF'S AUTO SUPPLY				
	7600	5/21/19	133999	MC LELLAN INDUSTRIES INC	28.25	H190394-IN	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MC LELLAN INDUSTRIES INC				
	7600	5/21/19	134000	MORGAN & SLATES	10.78	1551267	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	5/21/19	134000	MORGAN & SLATES	78.19	1552134	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	5/21/19	134000	MORGAN & SLATES	42.81	1552258	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	5/21/19	134000	MORGAN & SLATES	1.37	1552269	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	5/21/19	134000	MORGAN & SLATES	281.71	1552765	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				
	7600	5/21/19	134000	MORGAN & SLATES	11.71	1552953	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			MORGAN & SLATES				

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2040 FLEET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	203.34	1553324	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	28.34	1553418	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	14.48	1553562	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	2.83	1553704	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	66.77	1553866	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	63.53	1553868	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	845.67	1554207	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	14.25	1554582	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	35.57	1554832	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	36.97	1555064	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	9.08	1555264	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	2.98	1555368	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134008	O'REILLY AUTOMOTIVE STORES INC DBA	462.31	3632-249058	BLANKET PURCHASE ORDER	
				O'REILLY AUTO PARTS				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134008	O'REILLY AUTOMOTIVE STORES INC DBA	571.90	3632-249823	BLANKET PURCHASE ORDER	
				O'REILLY AUTO PARTS				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134008	O'REILLY AUTOMOTIVE STORES INC DBA	(109.59)	3632-249866	BLANKET PURCHASE ORDER	
				O'REILLY AUTO PARTS				

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2040	7600	5/21/19	134013	QUINN COMPANY	712.39	WO2100289	BLANKET PURCHASE ORDER	
FLEET MAINTENANCE	SPECIAL DEPARTMENTAL EX			QUINN COMPANY				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	604.66	705380	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	149.35	705384	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	59.84	705386	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	277.93	705405	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	2,939.95	705424	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	192.80	705427	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	375.67	705429	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	577.28	705441	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	568.47	705487	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	101.50	705506	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	383.14	705536	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	252.06	705546	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	739.33	705560	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	147.22	705561	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				

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2040	7600	5/21/19	134019	RUCKSTELL CALIF SALES CO	21.17	705566	BLANKET PURCHASE ORDER	
FLEET MAINTENANCE	SPECIAL DEPARTMENTAL EX			RUCKSTELL CALIF SALES CO				
	7495	5/21/19	134022	SAN JOAQUIN VALLEY AIR POLLUTION	93.00	C292882	19/20 ANN PERMIT #379	
	PROF AND SPEC SERVICES			SAN JOAQUIN VALLEY AIR POLLUTION				
	7780	5/21/19	134029	SOUTHERN CALIF EDISON CO	1,842.93		2019-04	
	UTILITIES-ELECTRICITY			SOUTHERN CALIF EDISON CO				
	7600	5/21/19	134034	TURF STAR INC	123.61	7058731-00	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			TURF STAR INC				
	7600	5/21/19	134034	TURF STAR INC	108.61	7058731-01	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			TURF STAR INC				
	7600	5/21/19	134038	VALLEY OXYGEN, INC	91.40	405591	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			VALLEY OXYGEN, INC				
	7600	5/21/19	134038	VALLEY OXYGEN, INC	24.88	405655	BLANKET PURCHASE ORDER	
	SPECIAL DEPARTMENTAL EX			VALLEY OXYGEN, INC				
	7495	5/21/19	134040	WATERDROPS EXPRESS CAR WASH LLC	690.00	535838	11TH AVE CAR WASHES-BLANK	
	PROF AND SPEC SERVICES			WATERDROPS EXPRESS CAR WASH LLC				
	7495	5/21/19	134041	WATERDROPS EXPRESS CAR WASH LLC	115.00	128791	LACEY WASHES BLANKET PO	
	PROF AND SPEC SERVICES			WATERDROPS EXPRESS CAR WASH LLC				
	7433	5/28/19	134066	BUFORD OIL COMPANY INC	26,230.81	70019	FUEL BLANKET PO	
	FUEL AND LUBE MAINTENANC			BUFORD OIL COMPANY INC				
	7434	5/28/19	134072	DELRAY TIRE & RETREADING, INC	769.44	750030875	BLANKET PURCHASE ORDER	
	TIRES AND TUBES			DELRAY TIRE & RETREADING, INC				
	7434	5/28/19	134072	DELRAY TIRE & RETREADING, INC	701.76	750030879	BLANKET PURCHASE ORDER	
	TIRES AND TUBES			DELRAY TIRE & RETREADING, INC				
	7434	5/28/19	134072	DELRAY TIRE & RETREADING, INC	5,118.65	750030912	BLANKET PURCHASE ORDER	
	TIRES AND TUBES			DELRAY TIRE & RETREADING, INC				
	7434	5/28/19	134072	DELRAY TIRE & RETREADING, INC	696.20	750030942	BLANKET PURCHASE ORDER	
	TIRES AND TUBES			DELRAY TIRE & RETREADING, INC				
	7434	5/28/19	134072	DELRAY TIRE & RETREADING, INC	701.76	750030947	BLANKET PURCHASE ORDER	
	TIRES AND TUBES			DELRAY TIRE & RETREADING, INC				

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2040 FLEET MAINTENANCE	7434 TIRES AND TUBES	5/28/19	134072	DELRAY TIRE & RETREADING, INC DELRAY TIRE & RETREADING, INC	701.76	750030982	BLANKET PURCHASE ORDER	
	7434 TIRES AND TUBES	5/28/19	134072	DELRAY TIRE & RETREADING, INC DELRAY TIRE & RETREADING, INC	1,187.34	750031125	BLANKET PURCHASE ORDER	
	7434 TIRES AND TUBES	5/28/19	134072	DELRAY TIRE & RETREADING, INC DELRAY TIRE & RETREADING, INC	92.63	750031140	BLANKET PURCHASE ORDER	
	7434 TIRES AND TUBES	5/28/19	134072	DELRAY TIRE & RETREADING, INC DELRAY TIRE & RETREADING, INC	99.42	750031238	BLANKET PURCHASE ORDER	
	7434 TIRES AND TUBES	5/28/19	134072	DELRAY TIRE & RETREADING, INC DELRAY TIRE & RETREADING, INC	307.38	750031328	BLANKET PURCHASE ORDER	
	7434 TIRES AND TUBES	5/28/19	134072	DELRAY TIRE & RETREADING, INC DELRAY TIRE & RETREADING, INC	1,734.30	750031329	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134080	GOLDEN STATE PETERBILT GOLDEN STATE PETERBILT	66.69	F809087	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134080	GOLDEN STATE PETERBILT GOLDEN STATE PETERBILT	389.50	F809400	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134080	GOLDEN STATE PETERBILT GOLDEN STATE PETERBILT	120.31	F809650	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134080	GOLDEN STATE PETERBILT GOLDEN STATE PETERBILT	545.19	F811143	BLANKET PURCHASE ORDER	
	7433 FUEL AND LUBE MAINTENANC	5/28/19	134088	J C LANSDOWNE DIST INC J C LANSDOWNE DIST INC	1,329.39	37192	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134089	J V A C INC DBA KELLER FORD LINCOLN	457.19	50131627	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134089	J V A C INC DBA KELLER FORD LINCOLN	455.43	50131659	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134089	J V A C INC DBA KELLER FORD LINCOLN	249.61	50131660	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134089	J V A C INC DBA KELLER FORD LINCOLN	87.19	50132361	BLANKET PURCHASE ORDER	

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2040 FLEET MAINTENANCE	7600 SPECIAL DEPARTMENTAL EXPENSE	5/28/19	134094	KROEGER EQUIP & SUPPLY	443.26	K211980	BLANKET PURCHASE ORDER	
				KROEGER EQUIP & SUPPLY				
	7600 SPECIAL DEPARTMENTAL EXPENSE	5/28/19	134094	KROEGER EQUIP & SUPPLY	927.37	K212577	BLANKET PURCHASE ORDER	
				KROEGER EQUIP & SUPPLY				
	7600 SPECIAL DEPARTMENTAL EXPENSE	5/28/19	134094	KROEGER EQUIP & SUPPLY	717.93	K212677	BLANKET PURCHASE ORDER	
				KROEGER EQUIP & SUPPLY				
	7600 SPECIAL DEPARTMENTAL EXPENSE	5/28/19	134094	KROEGER EQUIP & SUPPLY	(171.60)	K213433	BLANKET PURCHASE ORDER	
				KROEGER EQUIP & SUPPLY				
	7600 SPECIAL DEPARTMENTAL EXPENSE	5/28/19	134094	KROEGER EQUIP & SUPPLY	3.10	K213434	BLANKET PURCHASE ORDER	
				KROEGER EQUIP & SUPPLY				
	7600 SPECIAL DEPARTMENTAL EXPENSE	5/28/19	134094	KROEGER EQUIP & SUPPLY	(3.10)	K213522	BLANKET PURCHASE ORDER	
				KROEGER EQUIP & SUPPLY				
	7600 SPECIAL DEPARTMENTAL EXPENSE	5/28/19	134094	KROEGER EQUIP & SUPPLY	358.97	K213534	BLANKET PURCHASE ORDER	
				KROEGER EQUIP & SUPPLY				
7433 FUEL AND LUBE MAINTENANCE	5/28/19	134119	SILVAS OIL CO INC	26,260.74	844280	FUEL BLANKET PO		
			SILVAS OIL CO INC					
7300 UNIFORM EXPENSE	5/28/19	134121	STADRI EMBLEMS	28.05	376479	PW ROCKER (CRESCENT)		
			STADRI EMBLEMS					
7495 PROF AND SPEC SERVICES	5/28/19	134134	WORLD OIL ENVIRONMENTAL SERVICES	65.00	I5000044232	230 GALS USED OIL		
			WORLD OIL ENVIORNMENTAL SERVICES					
Division Total 2040 FLEET MAINTENANCE					94,741.91			
2050 FLEET REPLACEMENT RESERVE	819319 2-TOYOTA PRIUS HYBRID	5/17/19	133935	HANFORD MOTORS, LLC DBA	40,777.00	2C4RC1194	2019 CHRYSLER PACIFICA TO	
				HANFORD CHRYSLER DODGE JEEP RAM				
	819304 1-TRUCK (REPL #71)	5/21/19	133944	ALERT-O-LITE	96.51	0043107-IN	10 X 10 CANOPY SHADE (QUO	
				ALERT-O-LITE				
	819304 1-TRUCK (REPL #71)	5/21/19	133944	ALERT-O-LITE	176.95	0043107-IN	UMBRELLA COMMERCIAL (QUOT	
			ALERT-O-LITE					
819060 1-AIR COMPRESSOR (#281)	5/21/19	133974	ERIC DODD DBA	475.55	2990	SHOP COMPRS WIRING		
			GILBERT ELECTRIC CO					

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2050 FLEET REPLACEMENT RESERVE	819304	5/21/19	133979	HANFORD AUTO & TRUCK PARTS, INC	214.49	220604	AIRBOTTLE JACK SERVICE T	
	1-TRUCK (REPL #71)			HANFORD AUTO & TRUCK PARTS, INC				
	819304	5/21/19	133979	HANFORD AUTO & TRUCK PARTS, INC	235.94	220604	FLOOR JACK (2 TON)	
	1-TRUCK (REPL #71)			HANFORD AUTO & TRUCK PARTS, INC				
Division Total 2050 FLEET REPLACEMENT RESERVE 41,976.44								
2061 STORM DRAINAGE-OPERATING	7320	5/21/19	133941	A T & T	20.55	13015739	584-9430 2019-04	
	COMMUNICATIONS			A T & T (13982)				
Division Total 2061 STORM DRAINAGE-OPERATING 20.55								
2062 STORM DRAINAGE-CAPITAL	816627	5/28/19	134102	MATTOS UNDERGROUND CONST, INC	23,195.02		#02 FINAL	
	GRGV STORM DR TRENCH RE			MATTOS UNDERGROUND CONST, INC				
Division Total 2062 STORM DRAINAGE-CAPITAL 23,195.02								
2071 WASTEWATER OPERATING	7650	5/21/19	133950	AQUA BEN CORP	6,561.56	38688	BLANKET PURCHASE ORDER	
	CHEMICALS			AQUA BEN CORP				
	7495	5/21/19	133951	ARAMARK UNIFORM SERVICES, INC	96.67	602094020	BLANKET PURCHASE ORDER	
	PROF AND SPEC SERVICES			ARAMARK UNIFORM SERVICES, INC				
	7495	5/21/19	133951	ARAMARK UNIFORM SERVICES, INC	94.38	602108560	BLANKET PURCHASE ORDER	
	PROF AND SPEC SERVICES			ARAMARK UNIFORM SERVICES, INC				
	7495	5/21/19	133968	FRUIT GROWERS LABORATORY, INC DBA	478.00	940804A	BLANKET PURCHASE ORDER	
	PROF AND SPEC SERVICES			F G L ENVIRONMENTAL				
	7495	5/21/19	133968	FRUIT GROWERS LABORATORY, INC DBA	479.00	941087A	BLANKET PURCHASE ORDER	
	PROF AND SPEC SERVICES			F G L ENVIRONMENTAL				
	7495	5/21/19	133968	FRUIT GROWERS LABORATORY, INC DBA	86.00	941368A	BLANKET PURCHASE ORDER	
	PROF AND SPEC SERVICES			F G L ENVIRONMENTAL				
	7495	5/21/19	133968	FRUIT GROWERS LABORATORY, INC DBA	153.00	941369A	BLANKET PURCHASE ORDER	
	PROF AND SPEC SERVICES			F G L ENVIRONMENTAL				

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2071 WASTEWATER OPERATING	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	1,684.14	1551113	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES	13.96	1553335	BLANKET PURCHASE ORDER	
				MORGAN & SLATES				
	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO	23,965.61		2019-04	
				SOUTHERN CALIF EDISON CO				
	7650 CHEMICALS	5/21/19	134031	THATCHER CO OF CALIF INC	12,045.04	263149	BLANKET PURCHASE ORDER	
				THATCHER CO OF CALIF INC				
	7650 CHEMICALS	5/21/19	134031	THATCHER CO OF CALIF INC	(6,000.00)	263150	BLANKET PURCHASE ORDER	
				THATCHER CO OF CALIF INC				
	7650 CHEMICALS	5/21/19	134031	THATCHER CO OF CALIF INC	12,045.04	263372	BLANKET PURCHASE ORDER	
				THATCHER CO OF CALIF INC				
	7650 CHEMICALS	5/21/19	134031	THATCHER CO OF CALIF INC	(6,000.00)	263373	BLANKET PURCHASE ORDER	
				THATCHER CO OF CALIF INC				
	7650 CHEMICALS	5/21/19	134031	THATCHER CO OF CALIF INC	12,045.04	263676	BLANKET PURCHASE ORDER	
				THATCHER CO OF CALIF INC				
	7650 CHEMICALS	5/21/19	134031	THATCHER CO OF CALIF INC	(6,000.00)	263677	BLANKET PURCHASE ORDER	
				THATCHER CO OF CALIF INC				
	7550 OTHER CONTRACTUAL SERV	5/21/19	134032	TOTAL FILTRATION SERVICES, INC	52.14	PSV1908005	BLANKET PURCHASE ORDER	
				TOTAL FILTRATION SERVICES, INC				
	7412 EQUIPMENT MAINTENANCE	5/21/19	134038	VALLEY OXYGEN, INC	10.40	404658	BLANKET PURCHASE ORDER	
				VALLEY OXYGEN, INC				
	7412 EQUIPMENT MAINTENANCE	5/21/19	134038	VALLEY OXYGEN, INC	101.35	405163	BLANKET PURCHASE ORDER	
				VALLEY OXYGEN, INC				
	7320 COMMUNICATIONS	5/28/19	134057	A T & T	98.20	13015737	584-8633 2019-04	
				A T & T (13982)				
	7450 PUBLICATIONS AND DUES	5/28/19	134076	FRANK R RIOS	155.00		WWTP OP GRD 2 EXAM	
				FRANK R RIOS				
	7412 EQUIPMENT MAINTENANCE	5/28/19	134090	KEMBLE HYDRO TECH	25,963.05	KHT-8750	REBUILT REC PUMP #10446	
				KEMBLE HYDRO TECH				

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2071 WASTEWATER OPERATING	7551 WWTP EFFLUENT DISPOSAL	5/28/19	134096	LAKESIDE IRRIGATION WATER DISTRICT LAKESIDE IRRIGATION WATER DISTRICT	3,420.00		2019-04 EFFLUENT WATE	
	7412 EQUIPMENT MAINTENANCE	5/28/19	134103	CONSOLIDATED ELEC DIST, INC DBA MEDALLION SUPPLY	14.22	2877-483926	BLANKET PURCHASE ORDER	
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS VERIZON WIRELESS	168.21		2019-05 WWTP	
	Division Total 2071 WASTEWATER OPERATING				81,730.01			
2072 SANITARY SEWER COLLECTION	7495 PROF AND SPEC SERVICES	5/21/19	133951	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	64.70	602094022	BLANKET PURCHASE ORDER	
	7495 PROF AND SPEC SERVICES	5/21/19	133951	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	54.46	602108562	BLANKET PURCHASE ORDER	
	7320 COMMUNICATIONS	5/21/19	133961	COMCAST CABLE COMMUNICATIONS, INC COMCAST CABLE COMMUNICATIONS, INC	52.97	0439763 5/1	8155500390439763 SCADA	
	7412 EQUIPMENT MAINTENANCE	5/21/19	133970	FASTENAL INDUSTRIAL & CONST SUPP FASTENAL INDUSTRIAL & CONST SUPP	30.02	CAHAN7513	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES MORGAN & SLATES	247.79	1551563	BLANKET PURCHASE ORDER	
	7780 UTILITIES-ELECTRICITY	5/21/19	134010	P G & E P G & E	346.02		2019-04 5401477022-3	
	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	66.88		2019-04	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134033	TRIPLE J CONCRETE TRIPLE J CONCRETE	85.54	10296	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134038	VALLEY OXYGEN, INC VALLEY OXYGEN, INC	21.56	405476	BLANKET PURCHASE ORDER	
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS VERIZON WIRELESS	44.56		2019-05 SANIT SWR	
	Division Total 2072 SANITARY SEWER COLLECTION				1,014.50			

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2081 WATER-OPERATIONS	7320 COMMUNICATIONS	5/21/19	133941	A T & T A T & T (13982)	19.39	13015735	584-0137 2019-04	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133944	ALERT-O-LITE ALERT-O-LITE	193.01	0043106-IN	CLEANING WIPES	
	7412 EQUIPMENT MAINTENANCE	5/21/19	133947	AMERICAN INCORPORATED AMERICAN INCORPORATED	200.00	7097114	RPR WELL SITE #46	
	7320 COMMUNICATIONS	5/21/19	133961	COMCAST CABLE COMMUNICATIONS, INC COMCAST CABLE COMMUNICATIONS, INC	52.97	0439763 5/1	8155500390439763 SCADA	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134000	MORGAN & SLATES MORGAN & SLATES	31.26	1554926	BLANKET PURCHASE ORDER	
	7412 EQUIPMENT MAINTENANCE	5/21/19	134011	DE VAULT ELECTRIC PRODUCTS INC DBA POWERS ELECTRIC PRODUCTS CO	355.66	71202	WATER SVC RPRS	
	7785 UTILITIES-GAS	5/21/19	134025	SILVAS OIL CO INC SILVAS OIL CO INC	547.96	491839	WELL MOTOR OIL	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134033	TRIPLE J CONCRETE TRIPLE J CONCRETE	105.86	10303	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134033	TRIPLE J CONCRETE TRIPLE J CONCRETE	85.59	10375	BLANKET PURCHASE ORDER	
	7412 EQUIPMENT MAINTENANCE	5/21/19	134035	TWO BROTHERS CATHODIC SERVICES, INC TWO BROTHERS CATHODIC SERVICES, INC	1,125.00	700	ANNUAL CATHODIC SVC	
	7650 CHEMICALS	5/21/19	134037	UNIVAR UNIVAR	562.33	FO904211	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	5/21/19	134037	UNIVAR UNIVAR	540.09	FO904212	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	5/21/19	134037	UNIVAR UNIVAR	397.12	FO904213	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	5/21/19	134037	UNIVAR UNIVAR	214.46	FO904214	BLANKET PURCHASE ORDER	
	7650 CHEMICALS	5/21/19	134037	UNIVAR UNIVAR	238.27	FO904215	BLANKET PURCHASE ORDER	

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2081 WATER-OPERATIONS	7650 CHEMICALS	5/21/19	134037	UNIVAR	555.98	FO904414	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/21/19	134037	UNIVAR	961.04	FO904415	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/21/19	134037	UNIVAR	325.64	FO904416	BLANKET PURCHASE ORDER	
				UNIVAR				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134038	VALLEY OXYGEN, INC	56.57	404518	BLANKET PURCHASE ORDER	
				VALLEY OXYGEN, INC				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134038	VALLEY OXYGEN, INC	11.41	405192	BLANKET PURCHASE ORDER	
				VALLEY OXYGEN, INC				
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	134038	VALLEY OXYGEN, INC	7.77	20190430	LATE CHARGE	
				VALLEY OXYGEN, INC				
	7300 UNIFORM EXPENSE	5/28/19	134121	STADRI EMBLEMS	293.99	376478	COH PATCHES	
				STADRI EMBLEMS				
	7412 EQUIPMENT MAINTENANCE	5/28/19	134124	TELSTAR INSTRUMENTS, INC	749.00	99159	SCADA PROGRAMMING	
				TELSTAR INSTRUMENTS, INC				
	7650 CHEMICALS	5/28/19	134126	UNIVAR	398.71	FO904517	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/28/19	134126	UNIVAR	476.56	FO904518	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/28/19	134126	UNIVAR	425.72	FO904519	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/28/19	134126	UNIVAR	249.40	FO904520	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/28/19	134126	UNIVAR	201.74	FO904521	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/28/19	134126	UNIVAR	173.16	FO904526	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/28/19	134126	UNIVAR	540.09	FO904701	BLANKET PURCHASE ORDER	
				UNIVAR				

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2081 WATER-OPERATIONS	7650 CHEMICALS	5/28/19	134126	UNIVAR	1,080.19	FO904702	BLANKET PURCHASE ORDER	
				UNIVAR				
	7650 CHEMICALS	5/28/19	134126	UNIVAR	301.81	FO904703	BLANKET PURCHASE ORDER	
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS	197.18		2019-05 WATER	
				VERIZON WIRELESS				
Division Total 2081 WATER-OPERATIONS					11,674.93			
2091 INTERMODAL-OPERATING	7550 OTHER CONTRACTUAL SERVICE	5/21/19	133941	A T & T	37.79	13015734	583-9688 2019-04	
				A T & T (13982)				
	7550 OTHER CONTRACTUAL SERVICE	5/21/19	133959	CLARK PEST CONTROL, INC	45.00		2019-05 SANTA FE	
	7550 OTHER CONTRACTUAL SERVICE	5/21/19	133980	BERNADETTE A OLIVEIRA DBA	730.00		2019-05 AMTRAK	
				HANFORD JANITORIAL SERVICE				
Division Total 2091 INTERMODAL-OPERATING					812.79			
2100 BUILDING MAINTENANCE	7550 OTHER CONTRACTUAL SERVICE	5/17/19	133938	BRUCE WESLEY	3,593.41		REPLCE TILE MENS BATH	
				WESLEY BRUCE				
	7320 COMMUNICATIONS	5/21/19	133941	A T & T	37.79	13015733	583-8452 2019-04	
				A T & T (13982)				
	7320 COMMUNICATIONS	5/21/19	133941	A T & T	39.46	13018953	583-8911 2019-04	
				A T & T (13982)				
	7320 COMMUNICATIONS	5/21/19	133941	A T & T	39.54	13015741	585-0706 2019-04	
				A T & T (13982)				
	7320 COMMUNICATIONS	5/21/19	133941	A T & T	39.45	13015746	589-6436 2019-04	
				A T & T (13982)				
	7600 SPECIAL DEPARTMENTAL EXPENSE	5/21/19	133946	AMERICAN CERAMIC TILE	331.37		MATERIALS FOR TILE WK	
				AMERICAN CERAMIC TILE				

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2100 BUILDING MAINTENANCE	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133946	AMERICAN CERAMIC TILE AMERICAN CERAMIC TILE	12.61		MATERIALS FOR TILE WK	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133951	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	104.04	602100335	BLANKET PURCHASE ORDER	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133951	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	104.04	602114905	BLANKET PURCHASE ORDER	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133951	ARAMARK UNIFORM SERVICES, INC ARAMARK UNIFORM SERVICES, INC	50.99	602136519	TRAINSTATION MATS	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	56.00		2019-05 CITY OFFICES	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	40.00		2019-05 CIVIC AUD	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	50.00		2019-05 COE PARK	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	45.00		2019-05 CORP YARD	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	49.00		2019-05 LONGFIELD	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	40.00		2019-05 POLICE	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	50.00		2019-05 POLICE INVEST	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	40.00		2019-05 VETS HALL	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133970	FASTENAL INDUSTRIAL & CONST SUPP FASTENAL INDUSTRIAL & CONST SUPP	12.97	CAHAN7506	BLANKET PURCHASE ORDER	
	7600 SPECIAL DEPARTMENTAL EX	5/21/19	133970	FASTENAL INDUSTRIAL & CONST SUPP FASTENAL INDUSTRIAL & CONST SUPP	28.96	CAHAN7521	BLANKET PURCHASE ORDER	
	7550 OTHER CONTRACTUAL SERV	5/21/19	133992	KINGS COUNTY AIR CONDITIONING, INC KINGS COUNTY AIR CONDITIONING, INC	2,425.00	3271	LABOR TO RMV & INST COOLE	

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2100 BUILDING MAINTENANCE	7550 OTHER CONTRACTUAL SERV	5/21/19	134032	TOTAL FILTRATION SERVICES, INC	146.57	PSV1908003	BLANKET PURCHASE ORDER	
				TOTAL FILTRATION SERVICES, INC				
	7550 OTHER CONTRACTUAL SERV	5/21/19	134032	TOTAL FILTRATION SERVICES, INC	126.52	PSV1908004	BLANKET PURCHASE ORDER	
				TOTAL FILTRATION SERVICES, INC				
	7550 OTHER CONTRACTUAL SERV	5/21/19	134032	TOTAL FILTRATION SERVICES, INC	134.92	PSV1908006	BLANKET PURCHASE ORDER	
				TOTAL FILTRATION SERVICES, INC				
	7550 OTHER CONTRACTUAL SERV	5/28/19	134060	AMERICAN INCORPORATED	295.00	7097113	A/C RPR PD POP BLDG	
				AMERICAN INCORPORATED				
	7550 OTHER CONTRACTUAL SERV	5/28/19	134061	ARAMARK UNIFORM SERVICES, INC	104.04	602143769	BLANKET PURCHASE ORDER	
				ARAMARK UNIFORM SERVICES, INC				
	7550 OTHER CONTRACTUAL SERV	5/28/19	134061	ARAMARK UNIFORM SERVICES, INC	14.00	602143768	TRAINSTATION MATS	
				ARAMARK UNIFORM SERVICES, INC				
	7550 OTHER CONTRACTUAL SERV	5/28/19	134067	CALIFORNIA BOILER INC	1,201.40	141801	INVEST BOILER LEAK	
				CALIF BOILER INC				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134077	SHERWIN WILLIAMS COMPANY DBA	40.48	2471885704	BLANKET PURCHASE ORDER	
				FRAZEE INDUSTRIES				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134077	SHERWIN WILLIAMS COMPANY DBA	36.72	4111885704	BLANKET PURCHASE ORDER	
				FRAZEE INDUSTRIES				
	7600 SPECIAL DEPARTMENTAL EX	5/28/19	134084	HOME DEPOT U S A INC DBA	17.14	490509999	ACID METAL PREP	
				HOME DEPOT STORES, THE- SUPPLYWORKS				
	7550 OTHER CONTRACTUAL SERV	5/28/19	134091	PHILLIP J GAPEN DBA	186.33	4570	BLANKET PURCHASE ORDER	
				KINGS CO MOBILE LOCKSMITH SVC				
	7300 UNIFORM EXPENSE	5/28/19	134121	STADRI EMBLEMS	28.05	376479	PW ROCKER (CRESCENT)	
				STADRI EMBLEMS				
	7320 COMMUNICATIONS	5/28/19	134129	VERIZON WIRELESS	41.02		2019-05 BLDG MNTC	
				VERIZON WIRELESS				
Division Total 2100 BUILDING MAINTENANCE					9,561.82			
2104 ACCUM CAPITAL OUTLAY	819314 5-CAR, PATROL	5/21/19	133988	JACK B MARTIN DBA	672.39	26544	GRAPHICS - NEW ASSIGNED V	
				JACK MARTIN'S SIGNWORKS				

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Division Total 2104 ACCUM CAPITAL OUTLAY					672.39			
2131 COURTHOUSE SQUARE-OPERTNG	7495 PROF AND SPEC SERVICES	5/21/19	133941	A T & T A T & T (13982)	20.55	13015736	584-8145 2019-04	
	7495 PROF AND SPEC SERVICES	5/21/19	133959	CLARK PEST CONTROL, INC CLARK PEST CONTROL, INC	60.00		2019-05 COURT HSE	
	7495 PROF AND SPEC SERVICES	5/21/19	133980	BERNADETTE A OLIVEIRA DBA HANFORD JANITORIAL SERVICE	200.00		2019-05 CRTHSE	
Division Total 2131 COURTHOUSE SQUARE-OPERTNG					280.55			
2181 TRANSPORTN FACLT IMP FEE	819621 TRAF SIG/GRGVL & 13TH AVE	5/21/19	133939	A A A QUALITY SERVICES, INC DBA A A A QUALITY SERVICES, INC DBA	6,224.45	00105903	TEMP LIGHT, 13TH/GRANGVEI	
	819624 LACEY WDN/10TH TO SIERRA	5/21/19	134042	ZUMWALT HANSEN, INC ZUMWALT HANSEN, INC	31,020.00	12825	PROF SVCS 1/15-4/28	
	813619 CAMPUS DR XING UP/SJV RR	4/25/14	13407	SAN JOAQUIN VALLEY RAILROAD CO SAN JOAQUIN VALLEY RAILROAD CO	750.00		RT ENTY PERMIT130919A	
	813619 CAMPUS DR XING UP/SJV RR	4/25/14	13407	SAN JOAQUIN VALLEY RAILROAD CO SAN JOAQUIN VALLEY RAILROAD CO	(750.00)		RT ENTY PERMIT130919A	Y
Division Total 2181 TRANSPORTN FACLT IMP FEE					37,244.45			
2182 FIRE PROTECTION IMP FEE	819108 FIRE 3 EQUIP & FURNISHING	5/21/19	134002	MUNICIPAL EMERGENCY SERVICES INC MUNICIPAL EMERGENCY SERVICES INC	4,240.22	IN1340922	ST#3 THERMAL IMAG CAM	
	818605 FIRE 3 EQUIP & FURNISHING	5/21/19	134003	NEWEGG BUSINESS INC NEWEGG BUSINESS INC	585.02	1302026772	NETWORK EQUIP	
	818605 FIRE 3 EQUIP & FURNISHING	5/21/19	134003	NEWEGG BUSINESS INC NEWEGG BUSINESS INC	1,608.23	1302027027	PHONES	
Division Total 2182 FIRE PROTECTION IMP FEE					6,433.47			

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
243 LAD 90-4 T619 HYDE PARK	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	11.38		2019-04	
Division Total 243 LAD 90-4 T619 HYDE PARK					11.38			
244 LAD 91-1 T641 SIERA VISTA	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	53.61		2019-04	
Division Total 244 LAD 91-1 T641 SIERA VISTA					53.61			
245 LAD 92-1 PORTOFINO 1 & 2	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	11.20		2019-04	
Division Total 245 LAD 92-1 PORTOFINO 1 & 2					11.20			
248 LAD 93-2 T673 WALNUT FRST	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	22.69		2019-04	
Division Total 248 LAD 93-2 T673 WALNUT FRST					22.69			
249 LAD 94-1 T712 GATEWAY EST	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	21.04		2019-04	
Division Total 249 LAD 94-1 T712 GATEWAY EST					21.04			
253 LAD 97-2 T742 SUMMERFLD	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	11.22		2019-04	
Division Total 253 LAD 97-2 T742 SUMMERFLD					11.22			
254 LAD 97-3 T743 COUNTRY CR	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	34.52		2019-04	

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Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
Division Total 254 LAD 97-3 T743 COUNTRY CR					34.52			
255 LAD 98-1 T747 CRYSTL SPR	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	11.27		2019-04	
Division Total 255 LAD 98-1 T747 CRYSTL SPR					11.27			
256 LAD 98-2 T759 MT VW #1	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	22.68		2019-04	
Division Total 256 LAD 98-2 T759 MT VW #1					22.68			
257 LAD 01-1 T680 PAC GR #1	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	21.46		2019-04	
Division Total 257 LAD 01-1 T680 PAC GR #1					21.46			
260 LAD 01-4 T769 SILVER OAK	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	68.27		2019-04	
Division Total 260 LAD 01-4 T769 SILVER OAK					68.27			
261 LAD 02-1 T776 ASHTON PARK	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	22.86		2019-04	
Division Total 261 LAD 02-1 T776 ASHTON PARK					22.86			
263 LAD 04-1 T810 SIDONIA	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	22.68		2019-04	
Division Total 263 LAD 04-1 T810 SIDONIA					22.68			

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
264 LAD 04-2 T799 CAMBRIDGE	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	42.61		2019-04	
Division Total 264 LAD 04-2 T799 CAMBRIDGE					42.61			
266 LAD 04-4 T802-3 SIERRA	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	31.56		2019-04	
Division Total 266 LAD 04-4 T802-3 SIERRA					31.56			
2667 T.D.A.-TRANSPORTATION	819618 PAVEMENT RESURF TREATMENT	5/21/19	133981	HANFORD SENTINEL 234-60007669 HANFORD SENTINEL LEGAL	387.28	89661	FY 18/19 MICRO FIBER RE-A	
Division Total 2667 T.D.A.-TRANSPORTATION					387.28			
267 LAD 05-1 MISSION PARK	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	10.87		2019-04	
Division Total 267 LAD 05-1 MISSION PARK					10.87			
272 LAD 07-2 T811 SO GATE	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	11.78		2019-04	
Division Total 272 LAD 07-2 T811 SO GATE					11.78			
273 LAD 14-01 T843 INDEP SUB3	7780 UTILITIES-ELECTRICITY	5/21/19	134029	SOUTHERN CALIF EDISON CO SOUTHERN CALIF EDISON CO	74.18		2019-04	
Division Total 273 LAD 14-01 T843 INDEP SUB3					74.18			
274 LAD 15-01 T887 SLVER OAK3	7600 SPECIAL DEPARTMENTAL EXP	5/21/19	133971	RAYMOND FIGUEROA DBA FIGUEROA CONCRETE PARTNERS	14,220.00	1319	REPLCE VANDALIZED CAP	

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Date: 5/28/2019

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
Division Total 274 LAD 15-01 T887 SLVER OAK3 14,220.00								
2910 WATER CAPITAL	813636 12TH/HWY 198 WTR MAIN REL	4/25/14	13408	J T 2 INC DBA TODD COMPANIES	286,335.70		#1 03/03-03/20/14	Y
	813636 12TH/HWY 198 WTR MAIN REL	4/25/14	13408	J T 2 INC DBA TODD COMPANIES	(286,335.70)		#1 03/03-03/20/14	
2910 WATER-CAPITAL	819660 WELL 45 CASING REPAIR	5/28/19	134114	ROBERT P SULLIVAN DBA R P S INDUSTRIES	800.00	64737	ESTIMATED SHIPPING/HANDLI	
	819660 WELL 45 CASING REPAIR	5/28/19	134114	ROBERT P SULLIVAN DBA R P S INDUSTRIES	18,335.00	64737	VERTICAL TURBINE WELL PUM	
Division Total 2910 WATER-CAPITAL					19,135.00			
390 WATER-OPERATIONS	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	133953	BOWMAN, MELISSA L BOWMAN, MELISSA L	88.98	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	133972	GAI, DAVID S GAI, DAVID S	63.51	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	133975	GONZALES, RUPERTA GONZALES, RUPERTA	69.54	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	133977	GUSTAFSON, JEFFREY K GUSTAFSON, JEFFREY K	76.15	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	133982	HERMAN, ERICA N HERMAN, ERICA N	55.05	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	133983	HERNANDEZ, BRIAN HERNANDEZ, BRIAN	102.43	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	133996	LONGORIA, GARY J LONGORIA, GARY J	125.07	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	133998	MATTOS, DAVID E & MARY MATTOS, DAVID E & MARY	12.36	REFUND	UB REFUND	

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
390 WATER-OPERATIONS	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	134009	OWEN, KASSIE OWEN, KASSIE	35.99	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	134015	RAKOW, FRANCIS & SYLVIA J RAKOW, FRANCIS & SYLVIA J	80.38	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	134016	RAPOZO, ROAUL A & BROOKE RAPOZO, ROAUL A & BROOKE	150.00	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	134017	REITZ, GREGORY A REITZ, GREGORY A	67.53	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	134021	SAGASTUME, AMY J SAGASTUME, AMY J	62.72	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	134023	SANTOS, CHRISTINA A SANTOS, CHRISTINA A	100.00	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	134024	SATTERFIELD, KEVIN L SATTERFIELD, KEVIN L	115.00	REFUND	UB REFUND	
	2020-002 UNAPPLIED CREDITS FOR UB	5/21/19	134027	SIZEMORE JR, JAMES E SIZEMORE JR, JAMES E	44.50	REFUND	UB REFUND	
	Division Total 390 WATER-OPERATIONS				1,249.21			
400 CITY PAYROLL REVOLVING	2072 AMERICAN FID ASSURANCE	5/24/19	134043	AMERICAN FIDELITY ASSURANCE AMERICAN FIDELITY ASSURANCE	254.56		DED:393 AMFID DEF	
	2072 AMERICAN FID ASSURANCE	5/24/19	134043	AMERICAN FIDELITY ASSURANCE AMERICAN FIDELITY ASSURANCE	873.59		DED:394 AMFID	
	2073 AMERICAN FID FLEX DEF	5/24/19	134044	AMERICAN FIDELITY ASSURANCE-FLEX AMERICAN FIDELITY ASSURANCE-FLEX	2,644.42		DED:396 AMFLEX DEF	
	2063 WAGE ATTACHMENT	5/24/19	134045	CALIF STATE DISBURSEMENT UNIT CALIF STATE DISBURSEMENT UNIT	461.54		DED:206 ATTACHMENT	
	2063 WAGE ATTACHMENT	5/24/19	134046	EDUCATIONAL CREDIT MANAGEMENT CORP EDUCATIONAL CREDIT MANAGEMENT CORP	231.12		DED:207 ATTACHMENT	
	2063 WAGE ATTACHMENT	5/24/19	134047	FRANCHISE TAX BOARD FRANCHISE TAX BOARD	72.00		DED:210 ATTACHMENT	

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Date: 5/28/2019

Warrant Register

Division # and Name	Acct # and Name	Check Date	Check Number	Vendor Name	Transaction Amt	Inv#	Transaction Description	Void
400 CITY PAYROLL REVOLVING	2059 EMPLOYEES ASSOCNS PAYA	5/24/19	134048	G E M A 1121211070 G E M A	630.00		DED:621 GEMA	
	2059 EMPLOYEES ASSOCNS PAYA	5/24/19	134049	H M E A 0000129193 H M E A	30.00		DED:600 HMEA	
	2059 EMPLOYEES ASSOCNS PAYA	5/24/19	134050	H P O A 3242162141 H P O A	3,192.00		DED:607 HPOA	
	2059 EMPLOYEES ASSOCNS PAYA	5/24/19	134051	I A F F, LOCAL 3898 A/C#9129026 I A F F, LOCAL 3898	1,161.00		DED:615 I A F F	
	2063 WAGE ATTACHMENT	5/24/19	134052	KINGS COUNTY SHERIFF'S OFFICE KINGS COUNTY SHERIFF'S OFFICE	424.14		DED:209 ATTACHMENT	
	2077 LEGAL SHIELD	5/24/19	134053	PRE PAID LEGAL SERVICE, INC LEGAL SHIELD	795.13		DED:329 LEGAL SHLD	
	2059 EMPLOYEES ASSOCNS PAYA	5/24/19	134054	S E I U LOCAL 521 S E I U LOCAL 521	2,606.87		DED:601 SEIU MEMBR	
	2074 TRANSAMERICA	5/24/19	134056	TRANSAMERICA LIFE INSURANCE CO TRANSAMERICA LIFE INSURANCE CO	1,026.43		DED:395 TRANSAM	
	2057-004 INSUR-P/R DED LIFE	5/28/19	134122	STANDARD INSURANCE COMPANY STANDARD LIFE INSURANCE COMPANY	963.73		2019-06 LIFE EE	
	2057-004 INSUR-P/R DED LIFE	5/28/19	134122	STANDARD INSURANCE COMPANY STANDARD LIFE INSURANCE COMPANY	1,445.59		2019-06 LIFE ER	
Division Total 400 CITY PAYROLL REVOLVING					16,812.12			
511 MISC CASH DEPOSITS TRUST	3001-1 REC-AUDITORIUM DEP TRUST	5/21/19	133967	FIDEL ESTEVES ESTEVES FIDEL	1,000.00	2003448	RFD ALC DEP #9943	
Division Total 511 MISC CASH DEPOSITS TRUST					1,000.00			
					992,913.52			

Attachment: WARRANT REGISTER-DIVISION ORDER 6-4-19 (FIN: WARRANT REGISTER)



AGENDA STAFF REPORT

MEETING DATE: 6/4/2019	AGENDA SECTION: A
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SUBJECT:

Community Development: Introduce and waive the first reading of Ordinance 19-07, approving Municipal Code Amendment No. 2019-01: a request by 198-43, LLC to amend Title 17, Section 17.08.030 – Commercial, Office, and Industrial Zone Use Table of the Hanford Municipal Code by adding sections in order to permit or permit with a conditional use permit, the following uses in the C-R Regional Commercial zone district: colleges; exercise studios; large health facilities; business support services; medical offices; professional and commercial offices; laboratories; government offices; furniture stores; landscape nurseries; banks and credit unions – secondary branch; food catering; payday lenders; and tailoring. (RECOMMENDED TO BE CONTINUED TO JUNE 18, 2019)

RECOMMENDATION:

Staff recommends that the City continue the public hearing for Municipal Code Amendment 2019-01 to June 18, 2019.

The applicant has agreed to the continuance.

FISCAL IMPACT:

ATTACHMENTS:



AGENDA STAFF REPORT

MEETING DATE: 6/4/2019	AGENDA SECTION: A
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SUBJECT:

Administration: Adopt Resolution 19-15-R, authorizing the City's entry into an exercise of Oint Powers Agreement regarding the California Choice Energy Authority (CCEA) and taking further actions related thereto.

RECOMMENDATION:

See attached Staff Report.

FISCAL IMPACT:

The recommended actions can be carried out without additional impact on the current operating budget.

ATTACHMENTS:

2019_06_04 Staff Report- CCEA Reso and agreements

Hanford CCEA RESO 2019 0604

Hanford Deposit Account Control Agreement_Draft 2019 0412

Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412

Hanford Security Agreement_Draft 2019 0412

Hanford-ASA Draft 2019 0412

**CITY OF HANFORD CITY COUNCIL
STAFF REPORT**

MEETING DATE: Tuesday, June 4, 2019

SUBJECT: ADOPT RESOLUTION AUTHORIZING THE CITY'S ENTRY INTO AN EXERCISE OF JOINT POWERS AGREEMENT REGARDING THE CALIFORNIA CHOICE ENERGY AUTHORITY AND TAKING FURTHER ACTIONS RELATED THERETO

RECOMMENDATION:

That the Council:

- 1) Adopt Resolution 19-15-R, RESOLUTION AUTHORIZING THE CITY'S ENTRY INTO A JOINT EXERCISE OF POWERS AGREEMENT REGARDING THE CALIFORNIA CHOICE ENERGY AUTHORITY AND DIRECTING THE TAKING OF FURTHER ACTIONS RELATED THERETO"; and
- 2) Authorize and direct staff to enter into an Administrative Services Agreement with California Choice Energy Authority; and
- 3) Authorize and direct staff to enter into a Security Agreement with River City Bank; and
- 4) Authorize and direct staff to enter into an Intercreditor and Collateral Agency Agreement with River City Bank and Secured Creditors; and
- 5) Authorize and direct staff to enter into a Deposit Account Control Agreement with River City Bank.

DISCUSSION:

The City Council has taken several steps over the past year as part of its research into establishing a community choice aggregation ("CCA") program in the City of Hanford. These steps have included:

- Engaging California Choice Energy Authority ("CalChoice") to perform a technical study to determine the feasibility of operating a CCA in the City of Hanford;
- November 20, 2018: Heard results of CCA technical study, Introducing Ordinance establishing a CCA program and approving CCA Implementation Plan;

- December 18, 2018: Adopting Ordinance establishing CCA program and approving CCA Implementation Plan;
- December 27, 2018: CCA Implementation Plan filed with California Public Utilities Commission (“CPUC”) for certification;
- March 26, 2019: CCA Implementation Plan certified by CPUC (Letter attached);
- April 16, 2019: Approval of CalChoice Implementation Support Services Agreement; Deposit of \$100k bond with CPUC and SCE Service Agreement.

The technical study concluded that Hanford can establish a CCA program that meets the goals of:

- Consumer Choice
- Local Control
- Rate Setting
- Improved Renewable Energy Options
- Development of Energy Programs
- Energy Efficiency
- Demand Response
- Economic Development Opportunities

BACKGROUND:

Assembly Bill 117, signed into law in September 2002, granted the right of any California city to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program; known as Community Choice Aggregation (“CCA”). In 2010, the first CCA program launched in Marin County.

Since that time, there has been a wave of other CCA programs serving customers in California, including Apple Valley Choice Energy, Lancaster Choice Energy, Pico Rivera “PRIME”, Rancho Mirage “RMEA”, and San Jacinto “San Jacinto Power,” all of which are Associate Members of CalChoice. These programs have all successfully transitioned their communities from traditional utility provided electricity generation to CCA procured electricity. In addition to providing a competitive option for their residents, these programs have also provided additional savings in the form of lower rates and increased renewable energy consumption within their service boundaries.

Under a CCA program, Southern California Edison (SCE) continues to be responsible for electricity delivery and transmission, owning and maintaining the power and transmission infrastructure, reading the meters, and billing and collecting from customers. The only change under a CCA program is that power consumed by customers is purchased by the CCA, with the revenues collected staying in the City to benefit the citizens and businesses of Hanford.

The next steps in the Hanford CCA implementation process are:

- Adopting Resolution to Join California Choice Energy Authority;
- Authorizing Administrative Services Agreement with California Choice Energy Authority;
- Authorizing Security Agreement with River City Bank;
- Authorizing Intercreditor and Collateral Agency Agreement with River City Bank and Secured Creditors;
- Authorizing Deposit Account Control Agreement with River City Bank.

Resolution to Join California Choice Energy Authority

CalChoice is a Joint Powers Authority that accepts associate members for the purpose of CCA power procurement, regulatory compliance and advocacy and administrative functions. Doing so results in a more cost effective CCA program for all members. The member agencies maintain all control of decision making for the CCA program, including revenue control, rate setting, policy decisions and program development. Current associate members include Apple Valley, Lancaster, Pico Rivera, Rancho Mirage and San Jacinto. Cities considering joining include Baldwin Park, Commerce, Hanford, Palmdale, Pomona and Santa Paula. As members increase, the shared costs go down, improving the net results of the individual Member CCAs. The CalChoice Board of Directors approved of Hanford's entry into CalChoice as an associate member on April 23, 2019.

California Choice Energy Authority Administrative Services Agreement; Security Agreement; Intercreditor and Collateral Agency Agreement; and Deposit Account and Control Agreement

The California Choice Energy Authority Administrative Service Agreement ("ASA") is the guiding document that establishes the working relationship between City of Hanford and CalChoice. Fees for the ASA services should be considered estimates and do not begin to be accrued until the Hanford CCA is serving customers. The fees were estimated based on Hanford being the 6th agency to join CalChoice, however, there are five other agencies considering joining as Associate Members. Since a portion of the fees are shared, as additional agencies join the shared fees are reduced for all Associate Members. An updated Exhibit C Fee Schedule will be provided to Hanford prior to the 2020 launch.

The Security and Intercreditor and Collateral Agency Agreements are the documents that establish the protections for the Hanford General Fund. These documents provide that the revenues generated by the CCA are deposited into a separate bank account, the "Lockbox", and is the security pledge for energy purchases. There are several energy suppliers that are comfortable with this arrangement and have these same arrangements with most of the CalChoice Associate Members. These documents establish the priority waterfall for distributing funds from the lockbox.

The Deposit Account and Control Agreement ("DACA") establishes the relationship with the City of Hanford's 3rd party financial institution that administers the Lockbox account,

the City of Hanford and the energy suppliers. To date, only River City Bank is offering those services, and provides these services to nearly all operating CCAs in the state.

These documents are before the City Council for consideration now to enable CalChoice to move forward in meeting the Resource Adequacy procurement requirements. The approval of these documents does not bind Hanford to launching and operating a CCA; they enable progress to continue to move forward towards launch.

FISCAL IMPACT:

The recommended actions can be carried out without additional impact on the current operating budget.

ATTACHMENTS:

Resolution 19-15-R, RESOLUTION AUTHORIZING THE CITY'S ENTRY INTO A JOINT EXERCISE OF POWERS AGREEMENT REGARDING THE CALIFORNIA CHOICE ENERGY AUTHORITY AND DIRECTING THE TAKING OF FURTHER ACTIONS RELATED THERETO

Draft Administrative Services Agreement

Draft Security Agreement

Draft Intercreditor and Collateral Agency Agreement

Draft Deposit Account Control Agreement

RESOLUTION 19-15-R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HANFORD, CALIFORNIA, AUTHORIZING THE CITY'S ENTRY INTO A JOINT EXERCISE OF POWERS AGREEMENT REGARDING THE CALIFORNIA CHOICE ENERGY AUTHORITY AND DIRECTING THE TAKING OF FURTHER ACTIONS RELATED THERETO

WHEREAS, the City of Hanford ("City") is a municipal corporation organized and operating under the laws of the State of California, with the City Council of the City of Hanford ("City Council") serving as the governing body of the City;

WHEREAS, the California Choice Energy Authority ("Authority") is a joint exercise of powers authority created under the Joint Exercise of Powers Act (California Government Code Section 6500, *et seq.*) by that certain agreement dated August 14, 2012, and originally entitled "Joint Exercise of Powers Agreement Relating to the California Clean Energy Authority" ("JPA Agreement");

WHEREAS, the Authority changed its name to the "California Choice Energy Authority" via its adoption of the First Amendment to the JPA Agreement on March 28, 2017;

WHEREAS, Section 12 of the JPA Agreement provides that public agencies may be added as parties to the JPA Agreement, and thereby become members of the Authority, upon the following: (i) the filing with the Authority of an executed counterpart of the JPA Agreement, together with a copy of the resolution of the governing body of the joining public agency approving the JPA Agreement and the execution and delivery thereof; and (ii) adoption of a resolution of the Authority's governing body approving the addition of such public agency as a member;

WHEREAS, the City Council desires for the City to become a party to the Agreement and a member of the Authority, and finds that doing so will further the public health, safety, and general welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL OF CITY OF HANFORD, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

SECTION 1. Based on the staff report, presentation, public comment, and other matters presented to the City Council during its consideration of this matter, the City Council finds and declares that the foregoing recitals are true and correct, and hereby incorporated as substantive findings of this Resolution.

SECTION 2. The City Council hereby approves and authorizes the City to enter into the JPA Agreement, and thereby approves and authorizes the City to become a member of the Authority. The City Manager is authorized and directed to execute a counterpart to the JPA Agreement on behalf of the City and file the same, along with a copy of this Resolution, with the Authority pursuant to Section 12 of the JPA Agreement.

SECTION 3. The City Council hereby authorizes the City to enter into, and the City Manager is authorized and directed to execute on the City's behalf, an administrative services agreement with the Authority in a form substantially similar to that attached hereto as Exhibit "A" ("Services Agreement"). The City Council further authorizes the Authority to enter into any ancillary agreements required in connection with the Services Agreement on behalf of the City.

SECTION 4. The City Council hereby authorizes the City to enter into, and the City Manager is authorized and directed to execute on the City's behalf, a security agreement, inter-creditor agreement, and one or more account control agreements in a form substantially similar to those respective agreements as are attached hereto as Exhibit "B" ("Security Agreements"). The City Council further authorizes the Authority to enter into any ancillary agreements on behalf of the City required in connection with the Security Agreements.

SECTION 5. The City Council further authorizes the Authority to negotiate, from time to time, the Authority's entry into purchase contracts on behalf of the City for the purchase of energy and renewable energy, and related products, and for which contracts the City shall be solely responsible for payment of through the Security Agreements (each, an "Energy Contract"), which Energy Contract shall be substantially similar to the form to attached to the Services Agreement as Exhibit "A"; provided that the term of any such Energy Contract shall not exceed five (5) years. The Authority shall provide the proposed Energy Contract to the City Manager, or his/her authorized designee, who is hereby authorized and directed to review the proposed Energy Contract and, in the exercise of his/her reasonable discretion, provide the Authority with his/her written approval thereof. The Authority shall have, and the City Manager may not withhold, the authority to grant a seller under the Energy Contract a first priority security interest in the collateral (*i.e.* the lock box account) secured by the Security Agreements.

SECTION 6. Upon receipt of the written approval from the City Manager of an Energy Contract as set forth in Section 5 above, which may be provided via email correspondence, the City Council authorizes the Authority to enter into an Energy Contract on behalf of and for the sole benefit of the City. The City Council further authorizes the Authority to enter into any ancillary agreements required in connection with an Energy Contract, subject to receipt of written approval from the City Manager of any such ancillary agreements as set forth in Section 5 above.

SECTION 7. This Resolution shall take effect immediately upon its adoption. The City Clerk shall enter this Resolution into the official book of resolutions.

APPROVED, AND ADOPTED this 4th day of June 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

Sue Sorensen, Mayor

ATTEST:

Sarah Martinez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF KINGS) ss
CITY OF HANFORD)

I, Sarah Martinez, City Clerk of the City of Hanford, do hereby certify the foregoing Resolution was duly passed and adopted by the City Council of the City of Hanford at a regular meeting thereof held on the 19th day of March, 2019.

Sarah Martinez, City Clerk

Attachment: Hanford CCEA RESO 2019 0604 (Admin: CCEA Resolution)

Draft
4/12/19

DATED as of [Date]

- (1) River City Bank, a California corporation,
as Account Bank,
- (2) City of Hanford, a California municipal corporation and general
law city, d/b/a [CCA Program Name]

and
- (3) River City Bank, a California corporation, not in its individual
capacity, but solely as collateral agent, as Secured Party.

ACCOUNT CONTROL AGREEMENT

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

Draft
4/12/19

ACCOUNT CONTROL AGREEMENT (this “Agreement”) dated as of [Date] (the “Effective Date”)

BY AND AMONG:

- (1) **RIVER CITY BANK**, a California corporation (the “Account Bank”);
- (2) **CITY OF HANFORD**, a California municipal corporation and general law city, d/b/a [CCA Program Name] (“City”);
- (3) **RIVER CITY BANK**, a California corporation, not in its individual capacity, but solely as collateral agent (the “Secured Party”).

WHEREAS:

(A) City has pledged to the Secured Party (for the benefit of the PPA Providers and CCEA (as defined in the Security Agreement), as secured creditors) all of the Collateral (as defined in the Security Agreement), pursuant to that certain Security Agreement between City and Secured Party dated as of [Date] (the “Security Agreement”);

(B) City shall direct Southern California Edison (“SCE”) to remit all present and future collections on accounts receivables, which constitute part of the Collateral, now or hereafter billed by SCE and owed by City’s customers to City, for remittance to the Lockbox Account (as defined in the Security Agreement) maintained by Secured Party;

(C) Secured Party shall have, for the benefit of the Secured Creditors (as defined in the Security Agreement), a first priority continuing security interest in and lien on such Collateral pledged to Secured Party for the benefit of the Secured Creditors, as provided in the Security Agreement;

(D) City intends that Secured Party shall distribute the Collateral deposited into the Lockbox Account in accordance with the provisions of the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Unless otherwise defined herein, all capitalized terms used herein and defined in the Security Agreement shall be used herein as therein defined. Reference to singular terms shall include the plural and vice versa.

1. THE ACCOUNTS.

City hereby requests that Account Bank open, and Account Bank hereby confirms that it has opened, account number [Account number] (a non-interest-bearing deposit account held in the name of City) which will be subject to, and administered in accordance with, the terms of this Agreement (the “Lockbox Account”).

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

Draft
4/12/19

The parties hereto agree that the Lockbox Account shall be funded solely by electronic transfers of immediately available funds and that Account Bank shall not be required to accept any other items for deposit into the Lockbox Account. All amounts payable for deposit into the Lockbox Account shall be paid to Account Bank at the following accounts:

Bank: River City Bank
ABA#: 121133416
Account No.: [Account number]

2. CONTROL OF THE ACCOUNTS / PAYMENT MECHANICS.

- (a) The Lockbox Account shall be maintained by Account Bank in the name of City and shall be under the sole dominion and control of Secured Party. Account Bank agrees that it will comply with written instructions originated by Secured Party directing disposition of the funds in the Lockbox Account without further consent by City or otherwise.
- (b) Account Bank (i) shall disburse funds held in the Lockbox Account as instructed by Secured Party and (ii) agrees that, except as otherwise expressly provided herein, City will not have access to the funds in the Lockbox Account and that the Account Bank will not agree with City or any other party (other than the Secured Party) to comply with any instructions for the disposition of the funds in the Lockbox Account originated by City or such other party.

3. STATEMENTS AND OTHER INFORMATION.

- (a) Account Bank shall provide Secured Party with copies of the regular monthly bank statements of the Lockbox Account at such times such statements are provided to City and such other information relating to the Lockbox Account as shall reasonably be requested by Secured Party or City. Account Bank shall also deliver a copy of all notices and statements required to be sent by it to City pursuant to any agreement governing or related to the Lockbox Account, to which Account Bank is a party, to Secured Party at such times such notices and statements are provided to City. Except as otherwise required by law, Account Bank will use reasonable efforts promptly to notify Secured Party and City if Account Bank receives a notice that any other person claims that it has an interest in the Lockbox Account. As of the date of this Agreement, Account Bank confirms that it has not received notice that any other person has any interest in the Lockbox Account.
- (b) Account Bank hereby confirms that (i) the Lockbox Account has been established and is maintained with Account Bank on its books and records, (ii) Account Bank is a bank within the meaning of Section 9-102(a)(8) of the Uniform Commercial Code of California, (iii) the Lockbox Account is a deposit account within the meaning of Section 9-102(a)(29) of the Uniform Commercial Code of California, and (iv) the jurisdiction of Account Bank for the purposes of Article 9 of the Uniform Commercial Code of California is California.

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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4. **FEES.**

City agrees to pay on demand all usual and customary service charges, transfer fees and account maintenance fees of Account Bank in connection with the Lockbox Account in accordance with the terms of the separate fee agreement entered into by City and Account Bank.

5. **SET-OFF.**

Account Bank hereby agrees that Account Bank will not exercise or claim any right of set-off or banker's lien against the Lockbox Account. As of the date of this Agreement, Account Bank does not know of any claim to or interest in the Lockbox Account, except for claims and interests of the parties hereto. All of Account Bank's present and future rights against the Lockbox Account are subordinate to Secured Party's security interest therein held on behalf of the Secured Creditors.

6. **ACCOUNT BANK.**

The acceptance by Account Bank of its duties under this Agreement is subject to the following terms and conditions, which the parties to this Agreement hereby agree shall govern and control with respect to all of Account Bank's rights, duties, liabilities and immunities:

- (a) Account Bank shall be protected in acting upon any written notice, certificate, resolution, instruction, request, authorization or other paper or document as to the due execution thereof and the validity and effectiveness of the provisions thereof and as to the truth of any information therein contained, which it in good faith believes to be genuine and to have been signed or presented by the proper party or parties in accordance with the terms of this Agreement.
- (b) Account Bank may act relative hereto upon advice of counsel in reference to any matter connected herewith, and shall not be liable for any mistake of fact or error of judgment, or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. If at any time Account Bank determines that it requires or desires guidance regarding the application of any provision of this Agreement or any other document, regarding compliance with any direction it receives hereunder, Account Bank may deliver a notice to Secured Party (or City after Secured Party has informed Account Bank that City has satisfied all of City's obligations under the Master Agreements and the Power Purchase Agreements and a Discharge Date has occurred) requesting written instructions as to such application or compliance, and such instructions by or on behalf of Secured Party (or City after Secured Party has informed Account Bank that City has satisfied all of City's obligations under the Master Agreements and the Power Purchase Agreements and a Discharge Date has occurred), as applicable, shall constitute full and complete authorization and protection for actions taken and other performance by Account Bank in reliance thereon. Until Account Bank has received such instructions after delivering such notice, it may, but shall be under no duty to, take or refrain from taking any action with respect to the matters described in such notice.

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4/12/19

- (c) This Agreement sets forth exclusively the duties of Account Bank with respect to any and all matters pertinent hereto, and no implied duties or obligations shall be read into this Agreement against Account Bank.
- (d) Any funds held by Account Bank, as such, need not be segregated from other funds except to the extent required by mandatory provisions of law.

7. REPRESENTATIONS OF ACCOUNT BANK.

Account Bank represents and warrants as to itself (as set forth below) to Secured Party as follows, such representations are being made on the date of the execution and delivery of this Agreement, except to the extent that such representations and warranties relate solely to an earlier date (in which case such representations and warranties are correct on and as of such earlier date):

- (a) Organization, Corporate Authority. Account Bank represents and warrants that it is a national banking association duly organized and validly existing in good standing under the laws of the United States of America and has the corporate power and authority to enter into and perform its obligations under this Agreement, and has full right, power and authority to enter into and perform its obligations under this Agreement.
- (b) Authorization. Account Bank represents and warrants that this Agreement has been duly executed and delivered by one of its officers who is duly authorized to execute and deliver this Agreement on its own behalf.
- (c) Legal, Valid and Binding. Account Bank represents and warrants that this Agreement has been duly executed and delivered by it and, assuming that this Agreement is the legal, valid and binding obligation of each other party thereto, is the legal, valid and binding obligation of Account Bank, enforceable against Account Bank in accordance with its terms.
- (d) No Violation. Account Bank represents and warrants that this Agreement has been duly authorized by all necessary corporate action on its part, and neither the execution and delivery thereof nor its performance of any of the terms and provisions thereof will violate any federal law or regulation relating to its banking or trust powers or contravene or result in any breach of, or constitute any default under its charter or by-laws or the provisions of any indenture, mortgage, contract or other agreement to which it is a party or by which it or its properties may be bound or affected.

8. EXCULPATION OF ACCOUNT BANK; INDEMNIFICATION BY CITY.

Each of City and Secured Party agrees that Account Bank shall have no liability to any of them for any loss or damage that any or all may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, unless occasioned by the gross negligence, breach of an express term of this Agreement or willful misconduct of Account Bank. In no event shall Account Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities,

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4/12/19

labor difficulties or other causes beyond Account Bank's reasonable control or for the indirect, special or consequential damages. City agrees to indemnify Account Bank and hold it harmless from and against all claims, other than those ultimately determined to be founded on the gross negligence or willful misconduct of Account Bank, and from and against any damages, penalties, judgments, liabilities, losses or expenses (including reasonable attorney's fees and disbursements) incurred as a result of the assertion of any claim, by any person or entity, arising out of, or otherwise related to, any transaction conducted or service provided by Account Bank through the use of the Lockbox Account at Account Bank or pursuant to this Agreement.

9. TERMINATION.

This Agreement may be terminated upon delivery to Account Bank of a written notification thereof jointly executed by Secured Party (as directed by the Required Secured Creditors) and (provided Secured Party has not notified Account Bank that an Event of Default is then continuing) City. Notwithstanding the foregoing, this Agreement may be terminated by Secured Party in accordance with and subject to the requirements of that certain Intercreditor and Collateral Agency Agreement, dated as of the Effective Date ("Intercreditor Agreement"), between and among Secured Party, Secured Creditors, and City, at any time, with or without cause, upon its delivery of written notice thereof to each of City and Account Bank. For the avoidance of doubt, it is expressly understood and agreed that the Account Bank shall have no duty to monitor or oversee, and shall have no liability whatsoever in connection with, Secured Party's compliance with the Intercreditor Agreement. This Agreement may be terminated by Account Bank at any time on not less than sixty (60) days' prior written notice delivered to each of City and Secured Party provided that such termination shall not take effect until Secured Party confirms that a replacement account and replacement security thereover have been obtained in form and substance satisfactory to Secured Party. Upon any such termination of this Agreement, Account Bank will immediately transmit to such account as Secured Party may direct all funds, if any, then on deposit in, or otherwise standing to the credit of the Lockbox Account. The provisions of paragraphs 2 and 5 shall survive termination of this Agreement unless and until specifically released by Secured Party in writing as directed by the Required Secured Creditors. All rights of Account Bank under paragraphs 4, 5, 6 and 8 shall survive any termination of this Agreement.

10. IRREVOCABLE AGREEMENTS.

City acknowledges that the agreements made by it and the authorizations granted by it in paragraph 2 hereof are irrevocable and that the authorizations granted in paragraph 2 hereof are powers coupled with an interest.

11. NOTICES.

All notices, requests or other communications given to Account Bank, City or Secured Party shall be given in writing (including by facsimile) at the address specified below:

Account Bank:	River City Bank
	Attention: Cash Management
	2485 Natomas Park Dr.
	Sacramento, CA 95833

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Fax: 916-567-2779
Email: cashmgmt@rivercitybank.com

City: City of Hanford
Attention: Contract Administration
315-321 North Douty Street
Hanford, CA 93230
Fax: (559) 582-1152
Email: _____

Secured Party: River City Bank, as Collateral Agent
Attention: Cash Management
2485 Natomas Park Dr.
Sacramento, CA 95833
Fax: 916-567-2779
Email: cashmgmt@rivercitybank.com

Any party may change its address for notices hereunder by notice to each other party hereunder given in accordance with this paragraph 11. Each notice, request or other communication shall be effective (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this paragraph 11 and confirmation of receipt is made by the appropriate party, (b) if given by overnight courier, five (5) days after such communication is deposited with the overnight courier for delivery, addressed as aforesaid, or (c) if given by any other means, when delivered at the address specified in this paragraph 11.

12. MISCELLANEOUS.

- (a) This Agreement may be amended only by a written instrument executed by each of the parties hereto acting by their respective duly authorized representatives.
- (b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but neither City nor Account Bank shall be entitled to assign or delegate any of its rights or duties hereunder without first obtaining the express prior written consent of Secured Party as directed by the Required Secured Creditors.
- (c) This Agreement and any related amendment or waiver may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. A facsimile of a signature page hereto shall be as effective as an original signature.
- (d) THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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STATE OF CALIFORNIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE. The parties agree that the State of California (i) is and shall remain the “bank’s jurisdiction” of the Account Bank for the purposes of the Uniform Commercial Code; and (ii) shall be deemed to be the location of the Lockbox Accounts and of City’s rights and interests in and to the Lockbox Accounts. This Agreement may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

- (e) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE “COURT”) BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A “CLAIM”) AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

(i) WITH THE EXCEPTION OF THE MATTERS SPECIFIED IN PARAGRAPH (ii) BELOW, ANY CLAIM WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

(ii) THE FOLLOWING MATTERS SHALL NOT BE SUBJECT TO A GENERAL REFERENCE PROCEEDING: (1) NON-JUDICIAL FORECLOSURE OF ANY SECURITY INTERESTS IN REAL OR PERSONAL PROPERTY, (2) EXERCISE OF SELF-HELP REMEDIES (INCLUDING,

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

WITHOUT LIMITATION, SET-OFF), (3) APPOINTMENT OF A RECEIVER AND (4) TEMPORARY, PROVISIONAL OR ANCILLARY REMEDIES (INCLUDING, WITHOUT LIMITATION, WRITS OF ATTACHMENT, WRITS OF POSSESSION, TEMPORARY RESTRAINING ORDERS OR PRELIMINARY INJUNCTIONS). THIS AGREEMENT DOES NOT LIMIT THE RIGHT OF ANY PARTY TO EXERCISE OR OPPOSE ANY OF THE RIGHTS AND REMEDIES DESCRIBED IN THE FOREGOING CLAUSES (1) – (4) AND ANY SUCH EXERCISE OR OPPOSITION DOES NOT WAIVE THE RIGHT OF ANY PARTY TO A REFERENCE PROCEEDING PURSUANT TO THIS AGREEMENT.

(iii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).

(iv) ALL PROCEEDINGS AND HEARINGS CONDUCTED BEFORE THE REFEREE, EXCEPT FOR TRIAL, SHALL BE CONDUCTED WITHOUT A COURT REPORTER, EXCEPT WHEN ANY PARTY SO REQUESTS, A COURT REPORTER WILL BE USED AND THE REFEREE WILL BE PROVIDED A COURTESY COPY OF THE TRANSCRIPT. THE PARTY MAKING SUCH REQUEST SHALL HAVE THE OBLIGATION TO ARRANGE FOR AND PAY COSTS OF THE COURT REPORTER, PROVIDED THAT SUCH COSTS, ALONG WITH THE REFEREE'S FEES, SHALL ULTIMATELY BE BORNE BY THE PARTY WHO DOES NOT PREVAIL, AS DETERMINED BY THE REFEREE.

(v) THE REFEREE MAY REQUIRE ONE OR MORE PREHEARING CONFERENCES. THE PARTIES HERETO SHALL BE ENTITLED TO DISCOVERY, AND THE REFEREE SHALL OVERSEE DISCOVERY IN ACCORDANCE WITH THE RULES OF DISCOVERY, AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE IN PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA. THE REFEREE SHALL APPLY THE RULES OF EVIDENCE APPLICABLE TO PROCEEDINGS AT LAW IN THE STATE OF CALIFORNIA AND SHALL DETERMINE ALL ISSUES IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. THE REFEREE SHALL BE EMPOWERED TO ENTER EQUITABLE AS WELL AS LEGAL RELIEF AND RULE ON ANY MOTION WHICH WOULD BE AUTHORIZED IN A TRIAL, INCLUDING, WITHOUT LIMITATION, MOTIONS FOR DEFAULT JUDGMENT OR SUMMARY JUDGMENT. THE REFEREE SHALL REPORT HIS DECISION, WHICH REPORT SHALL ALSO INCLUDE FINDINGS OF FACT AND CONCLUSIONS OF LAW.

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4/12/19

(vi) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

- (f) Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement, or any other transactions contemplated hereby may be brought in the courts of the United States of America for the Eastern District of California in Sacramento County or, if such court does not have subject matter jurisdiction, the courts of the State of California in Sacramento County and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that any such court is an inconvenient forum.
- (g) City hereby irrevocably appoints the City Clerk at City of Hanford, 315-321 North Douty Street, Hanford, CA 93230, from time to time to receive on its behalf service of process issued out of the federal courts of California in any legal action or proceeding arising out of or in connection with this Agreement or any other document to which it is a party. City undertakes not to revoke the authority of the agent specified above and if, for any reason, any such agent no longer serves or is capable of serving as agent of City to receive service of process in City, such party shall promptly appoint another such agent and advise Secured Party thereof and, failing such appointment within fourteen (14) days, Secured Party shall be entitled (and is hereby authorized) to appoint an agent on behalf of City. Nothing herein contained shall restrict the right to serve process in any other manner allowed by law.
- (h) City warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (including a court located outside the jurisdiction of its organization), (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment. To the extent that City may be or becomes entitled to claim, with respect to itself and/or its revenues and assets (irrespective of their use or intended use), any immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and/or (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any legal proceedings in the courts of any jurisdiction, CITY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SUCH IMMUNITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS AND IRREVOCABLY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT IT WILL NOT CLAIM ANY SUCH IMMUNITY IN ANY PROCEEDINGS; PROVIDED, HOWEVER THAT NOTHING IN THIS AGREEMENT SHALL

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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4/12/19

WAIVE THE OBLIGATIONS AND/OR RIGHTS SET FORTH IN THE CALIFORNIA TORT CLAIMS ACT (GOVERNMENT CODE SECTION 810 ET SEQ.).

[Signatures on following page]

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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4/12/19

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representative as of the date first written above.

Account Bank

RIVER CITY BANK

By:
Name:
Title:

City

CITY OF HANFORD, a California
municipal corporation and general
law city, d/b/a [CCA Program Name]

By:
Name: Darrel Pyle
Title: City Manager

Secured Party

RIVER CITY BANK, not in its
individual capacity, but solely as
Collateral Agent

By:
Name:
Title:

Attachment: Hanford Deposit Account Control Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

CONFIDENTIAL DRAFT
4/12/19

INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT, dated as of

_____,

by and among

RIVER CITY BANK, A CALIFORNIA CORPORATION as Collateral Agent,

THE SECURED CREDITORS,

and

CITY OF HANFORD, A CALIFORNIA MUNICIPAL CORPORATION AND GENERAL LAW CITY,
d/b/a [NAME OF CCA PROGRAM]

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

CONFIDENTIAL DRAFT

4/12/19

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Exhibit A – Form of Joinder

CONFIDENTIAL DRAFT

4/12/19

**INTERCREDITOR AND
COLLATERAL AGENCY AGREEMENT**

This **INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT** (this “Agreement”), dated as of _____ (the “Effective Date”), is entered into by and among (i) River City Bank, a California corporation, not in its individual capacity, but solely in its capacity as Collateral Agent (“Collateral Agent”), (ii) each of the creditors from time to time signatory hereto that are party to a Power Purchase Agreement (each such creditor defined below as a “PPA Provider”), (iii) California Choice Energy Authority (“CCEA”), and (iv) The City of Hanford, a California municipal corporation and general law city, d/b/a [Name of CCA Program] (“City”).

RECITALS:

A. On behalf of City, CCEA has (i) entered into the Master Agreements (as defined in the Security Agreement) and (ii) may in the future enter into a Power Purchase Agreement (as defined in the Security Agreement) with a PPA Provider, pursuant to which CCEA has agreed, or will agree, to purchase the Product (as defined in the Security Agreement) from such PPA Provider for the account of City;

B. City shall sell the Product purchased by CCEA to City’s customers at rates established by City from time to time;

C. Pursuant to the Security Agreement City has pledged to Collateral Agent, for the benefit of the PPA Providers and CCEA, as Secured Creditors, a first priority continuing security interest in and to the Collateral (as such terms are defined in the Security Agreement);

D. City’s customers are billed by Southern California Edison (“SCE”) amounts they owe for the Product provided by City;

E. As of the date hereof, City has directed SCE to remit all present and future collections on accounts receivable now or hereafter billed by SCE on behalf of City to Collateral Agent, for remittance to the Lockbox Account (as defined in the Security Agreement) maintained by Collateral Agent, which direction is irrevocable unless both Collateral Agent, at the direction of the Required Secured Creditors (as defined below), and City direct SCE otherwise;

F. Collateral Agent shall have, for the benefit of the Secured Creditors, a first priority continuing security interest in and lien on such receivables, deposit accounts and related Collateral pledged to Collateral Agent for the benefit of the Secured Creditors, as provided in the Security Agreement;

G. Distributions from such Collateral shall be made by Collateral Agent as provided in this Agreement and the Security Agreement, with PPA Providers having a senior right to distributions from the Collateral;

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H. Secured Creditors desire in this Agreement to appoint River City Bank as Collateral Agent to act on their behalf regarding the administration, collection and enforcement of the Collateral, all as more fully provided herein; and

I. Secured Creditors also desire to enter into this Agreement to define the rights, duties, authority and responsibilities of Collateral Agent.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS*Section 1.1. Definitions*

Each capitalized term used herein and not defined herein shall have the meaning given to such term in the Security Agreement. The following terms shall have the meanings assigned to them in this Section 1.1 or in the provisions of this Agreement referred to below:

“Affiliate” means, at any time, and as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 51% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“Agreement” shall have the meaning assigned thereto in the Preamble hereof.

“Applicable Law” means any applicable law, including without limitation any: (a) federal, state, territorial, county, municipal or other governmental or quasi-governmental law, statute, ordinance, rule, regulation, requirement or use or disposal classification or restriction, whether domestic or foreign; (b) judicial, administrative or other governmental or quasi-governmental order, injunction, writ, judgment, decree, ruling, interpretation, finding or other directive, whether domestic or foreign; (c) common law or other legal or quasi-legal precedent; (d) any binding arbitrator’s, mediator’s or referee’s decision, finding, award or recommendation; or (e) charter, rule, regulation or other organizational or governance document of any national securities exchange or market or other self-regulatory organization.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified under Title 11 of the United States Code, and the rules promulgated thereunder, as the same may be in effect from time to time.

“Bankruptcy Proceeding” means, with respect to any Person, the institution by or against such Person of any proceeding seeking relief as a debtor, or seeking to adjudicate such Person as bankrupt or insolvent, or seeking the reorganization, arrangement, adjustment or composition of such Person or its debts, under any law relating to bankruptcy, insolvency,

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reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for such Person or for any substantial part of its property, or a general assignment by such Person for the benefit of its creditors.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in the States of California or Delaware are required or authorized to be closed.

“City” means the party identified as such in the Preamble hereof, and its successors and permitted assigns, and includes City in its capacity as a debtor in possession under the Bankruptcy Code.

“Collateral” has the meaning given to such term in the Security Agreement.

“Collateral Agent” means the party identified as such in the Preamble hereof, and its successors and permitted assigns in such capacity.

“Control Agreements” means the Account Control Agreement, dated as of the date hereof, among the Depositary Bank, City and Collateral Agent and any other agreements entered into among City and Depositary Bank which shall designate the Deposit Accounts as blocked accounts under the “control” of Collateral Agent, for the benefit of Secured Creditors, as provided in the UCC, as each such agreement may be amended, supplemented, restated or replaced from time to time.

“Customer” means any customer of City who purchases Product from City but is invoiced by SCE, and any other obligor(s) responsible for payment of a Receivable.

“Deposit Accounts” has the meaning given to such term in the Security Agreement.

“Depositary Bank” has the meaning given to such term in the Security Agreement.

“Distribution Date” has the meaning given to such term in the Security Agreement.

“Distribution Date Certificate” has the meaning given to such term in the Security Agreement.

“Event of Default” has the meaning set forth in the applicable Master Agreement or Power Purchase Agreement.

“Joinder” has the meaning given to such term in Section 6.5.

“Lien” means any mortgage, pledge, hypothecation, deposit arrangement, encumbrance, lien (statutory or other), assignment, charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any sale governed by Article 9 of the UCC, any conditional sale or title retention agreement, or any capital lease having substantially the same economic effect as any of the foregoing).

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“Lockbox Account” has the meaning given to such term in the Security Agreement.

“Master Agreements” means the following:

(i) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof;

(ii) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof;

(iii) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof; and

(iv) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof.

“Obligations” has the meaning given to such term in the Security Agreement.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

“Power Purchase Agreement” means each agreement, including the Master Agreements, together with the exhibits, schedules, transactions, confirmations (including confirmations entered into after the date hereof), and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof, pursuant to which a PPA Provider sells the Product to CCEA for the account of City, as amended, modified, supplemented, restated, extended or replaced from time to time.

“PPA Provider” means each seller of Product under a Power Purchase Agreement that is a party to this Agreement, and its respective successors and assigns.

“Product” means one or more of the following: energy, renewable energy attributes, capacity attributes or resource adequacy benefits, or any other similar or related products contemplated in the Power Purchase Agreements.

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“Receivable” means an Account evidencing City’s rights to payment for Product, billed in an invoice sent to a Customer by SCE, together with all late fees and other fees which SCE and City agree are to be charged in such invoice to the Customer by SCE on behalf of City.

“Required Secured Creditors” means, as of any date, the PPA Provider, or PPA Providers that, as of such date, have at least seventy five percent (75%) of the total aggregate Sharing Percentage, as calculated on such date.

“Secured Creditors” means each PPA Provider party to this Agreement, CCEA, and their respective successors and assigns

“Security Agreement” means the Security Agreement, dated as of even date herewith, between City and Collateral Agent for the benefit of Secured Creditors, granting a security interest in the Collateral to secure the Obligations, as amended, supplemented, restated or replaced from time to time.

“Sharing Percentage” means, as of any date, with respect to each PPA Provider as calculated by City in a commercially reasonable manner, the percentage equivalent of a fraction, (a) the numerator of which is the sum of (i) the outstanding amount of the Obligations of such PPA Provider, as of such date, and (ii) the calculated amount of the Termination Payment, if any, that would be owed to such PPA Provider if a Termination Event occurred on such date, and (b) the denominator of which is the sum of (i) the outstanding aggregate amount of the Obligations of all PPA Providers as of such date, and (ii) the calculated aggregate amount of the Termination Payments, if any, that would be owed to all PPA Providers if a Termination Event occurred on such date.

“Termination Event” means, with respect to any Power Purchase Agreement, the termination and/or acceleration thereof in accordance with the terms of such Power Purchase Agreement.

“Termination Payment” means, with respect to any Power Purchase Agreement, any and all Obligations arising upon or in connection with a Termination Event under such Power Purchase Agreement, including any termination fees and payments or other amounts owed by City thereunder, as of the date of such Termination Event, as calculated in a commercially reasonable manner by the PPA Provider to such Power Purchase Agreement.

“Transaction Agreements” means the Master Agreements, any other Power Purchase Agreements, the Control Agreements, the Security Agreement, this Agreement and all other agreements, instruments or documents to which City is a party and which are executed and delivered from time to time in connection with or as security for City’s obligations under the Master Agreements, any other Power Purchase Agreements and any other Transaction Agreements, as the same may be amended, restated, modified, replaced, extended or supplemented from time to time.

“UCC” means the Uniform Commercial Code in effect in the State of California from time to time.

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Section 1.2. Other Interpretive Provisions

References to “Sections” shall be to Sections of this Agreement unless otherwise specifically provided. For purposes hereof, “including” is not limiting and “or” is not exclusive. All capitalized terms defined in the UCC and not otherwise defined herein or in the Security Agreement shall have the respective meanings provided for by the UCC. Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. References to any instrument, agreement or document shall include such instrument, agreement or document as supplemented, modified, amended or restated from time to time to the extent permitted by this Agreement or the Security Agreement, as applicable. References to any Person include the successors and permitted assigns of such Person. References to any statute or act shall include all related current regulations and all amendments and any successor statutes, acts and regulations. References to any statute or act, without additional reference, shall be deemed to refer to federal statutes and acts of the United States. References to any agreement, instrument or document shall include all schedules, exhibits, annexes and other attachments thereto.

SECTION 2. RELATIONSHIPS AMONG SECURED CREDITORS*Section 2.1. Liens in the Collateral*

At all times, whether before, after or during the pendency of any Bankruptcy Proceeding and notwithstanding the priorities which would ordinarily result from the order of granting of any Liens, the order of attachment or perfection thereof, or the order of filing or recording of any financing statements or other instrument, or the priorities that would otherwise apply under Applicable Law, Collateral Agent, for the benefit of the Secured Creditors, shall have a first priority lien in the Collateral to secure the Obligations. No Secured Creditor will acquire in its own name a Lien in the assets of City to secure any Obligations arising under a Power Purchase Agreement other than Liens arising by operation of law such as setoff rights. Secured Creditors shall share in the Proceeds of the Collateral as provided for in Section 4.6.

Section 2.2. No Debt Subordination

Nothing in this Agreement shall be construed to be or operate as a subordination of
any of the Obligations owed to a Secured Creditor in right of payment to the Obligations owed to any other Secured Creditor.

Section 2.3. Restrictions on Enforcement Action

So long as any Obligation is outstanding and the Security Agreement remains in effect, the provisions of this Agreement and the Security Agreement shall provide the exclusive method by which Collateral Agent or any Secured Creditor may exercise rights in or assert claims against the Collateral or City pertaining to the Obligations. Notwithstanding the

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foregoing, nothing in this Agreement shall prohibit or otherwise restrict a Secured Creditor from exercising any right of termination, acceleration or similar right in accordance with its Power Purchase Agreement, or prohibit or otherwise restrict a Secured Creditor from exercising any set-off rights it may have with respect to the Obligations owing to it.

Section 2.4. No Restriction on Terms of Power Purchase Agreements

This Agreement does not impose any restriction on the terms of a Power Purchase Agreement. City (acting through CCEA) and any PPA Provider are free to agree on any and all of the terms for charges that may be provided for under its Power Purchase Agreement, such as the price for the Product, late fees, and early termination fees. Without limiting the foregoing, no PPA Provider shall be restricted as to the amount or output of the Product it sells to CCEA, on behalf of City, or the length of such Power Purchase Agreement, or any amendment thereof. Upon request by the Collateral Agent, each PPA Provider will disclose to Collateral Agent the Obligations then due and owing to such PPA Provider in an itemized manner, and City, on its own behalf and on behalf of the CCEA, consents to such disclosure to such Person or any party hereto.

Section 2.5. Representations and Warranties

Each Secured Creditor represents and warrants to the other parties hereto that:

- (a) the execution, delivery and performance by such Secured Creditor of this Agreement has been duly authorized by all necessary corporate or similar proceedings and does not and will not contravene any provision of law, its charter or by-laws or any amendment thereof, or of any indenture, agreement, instrument or undertaking binding upon such Secured Creditor;
- (b) the execution, delivery and performance by such Secured Creditor of this Agreement will result in a valid and legally binding obligation of such Secured Creditor enforceable against such Secured Creditor in accordance with its terms; and
- (c) any Termination Payment calculated by it and provided to the Collateral Agent or the other Secured Creditors shall be calculated in good faith, in accordance with its Power Purchase Agreement, and consistent with such Secured Creditor's historical practices.

Section 2.6. Cooperation; Accountings

Each Secured Creditor will, upon the reasonable request of the Collateral Agent, from time to time execute and deliver or cause to be executed and delivered such further instruments, and do and cause to be done such further acts as may be reasonably necessary or proper to carry out more effectively the provisions of this Agreement. Each Secured Creditor agrees to provide to the Collateral Agent upon reasonable request a statement of all payments received by it in respect of the Obligations pertaining to its Power Purchase Agreement.

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SECTION 3. AGENCY PROVISIONS*Section 3.1. Appointment and Authorization of Collateral Agent*

(a) Each Secured Creditor hereby designates and appoints River City Bank, as Collateral Agent of such Secured Creditor under this Agreement and River City Bank hereby accepts such designation and appointment. The Collateral Agent is a non-fiduciary agent of the Secured Creditors and does not act in a fiduciary capacity or as trustee for the Secured Creditors or Collateral.

(b) Notwithstanding any provision to the contrary elsewhere in this Agreement, Collateral Agent shall not have any duties or responsibilities except those expressly set forth herein and in the Security Agreement, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against Collateral Agent. The right or power of Collateral Agent to perform any discretionary act hereunder shall not be construed as a duty. Collateral Agent is hereby authorized, empowered and instructed to execute, deliver and perform its obligations under this Agreement, the Security Agreement, the Control Agreements and each other document as may be necessary or convenient in connection with the foregoing; provided, however, that the Collateral Agent shall not amend, modify or terminate the Control Agreements without the prior written consent of the Secured Creditors.

(c) Collateral Agent shall not (i) be subject to any fiduciary or other implied duties, (ii) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the Security Agreement, the Control Agreements, or other agreement to which the Collateral Agent is a party, and (iii) be required to take action that, in its opinion or the opinion of its counsel, may expose Collateral Agent to liability.

(d) The Collateral Agent, hereby represents and warrants that (i) it has all requisite power and authority to execute, deliver and perform under this Agreement; (ii) the execution, delivery and performance by it of this Agreement has been duly authorized by all requisite corporate or other action; (iii) no consent or approval of any other Person and no consent, license, approval or authorization of any governmental authority is required in connection with the execution, delivery, and performance by it of this Agreement; and (iv) this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws in effect from time to time affecting the rights of creditors generally and general principles of equity regardless of whether such enforcement is considered in a proceeding in equity or at law.

Section 3.2. Collateral

(a) Deposit Accounts Subject to Collateral Agent's Control.

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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Collateral Agent agrees that its security interest and right of setoff in and to the Deposit Accounts is held for the benefit of all the Secured Creditors and itself as Collateral Agent, and that Collateral Agent will comply with this Agreement and the Security Agreement in distributing monies received from such Deposit Accounts.

(b) Collateral Held by Secured Creditors.

Each Secured Creditor hereby acknowledges that if any Secured Creditor (individually or through its own custodian) shall hold or control, at any time, any assets comprising Collateral, such possession or control is also held for the benefit of Collateral Agent for the benefit of the Secured Creditors. The foregoing sentence shall not be construed to impose any duty on a Secured Creditor (or any third party acting on its behalf) with respect to such Collateral if it is not perfected by possession or control.

Section 3.3. Delegation of Duties

Collateral Agent may exercise its powers and execute any of its duties under this Agreement by or through employees, agents, and attorneys-in-fact, and shall be entitled to take and to rely on advice of counsel concerning all matters pertaining to such powers and duties. Subject to Section 3.4, Collateral Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact unless Collateral Agent acted in bad faith or gross negligence in the selection of such agents or attorneys-in-fact. Collateral Agent may utilize the services of such Persons as Collateral Agent in its reasonable discretion may determine, and shall be entitled to indemnity hereunder for all reasonable fees and expenses of such Persons.

Section 3.4. Exculpatory Provisions

Neither Collateral Agent (as such or in its individual capacity) nor any of Collateral Agent's officers, directors, employees, agents, attorneys-in-fact, or Affiliates shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement (except for its or such Person's own bad faith, gross negligence (or ordinary negligence in the handling or disbursement of funds actually received by it pursuant to the terms hereof) or willful misconduct, respectively) or (b) responsible in any manner to City or any of the Secured Creditors for any recitals, statements, representations, warranties or covenants made by City or any Secured Creditor or any officer thereof contained in any certificate, report, statement or other document referred to or provided for in, or received by, Collateral Agent under or in connection with this Agreement or any other document in any way connected therewith, or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of any Lien or the perfection or priority of any such Lien (including any Lien in the Collateral), or for any failure of City to perform its obligations thereunder.

Section 3.5. Reliance by Collateral Agent

Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing (in electronic or physical form), resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, statement, order or

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other document or conversation reasonably believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to City), independent accountants and other experts selected by Collateral Agent. Collateral Agent shall be fully justified in failing or refusing to take action not provided for under this Agreement unless it shall first be indemnified to its reasonable satisfaction by City against any and all liability and expense which may be incurred by it by reason of taking, continuing to take or refraining from taking any such action. Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement in accordance with the provisions of Section 4 hereof, and any action taken or failure to act pursuant thereto shall be binding upon all the Secured Creditors.

Section 3.6. Knowledge

Collateral Agent shall not be deemed to have knowledge or notice of any facts regarding the Collateral or the Obligations unless Collateral Agent has received written notice from the Secured Creditor or City referring to this Agreement, describing such facts in reasonable detail.

Section 3.7. Non-Reliance on Collateral Agent and Secured Creditors

Each Secured Creditor expressly acknowledges that except as expressly set forth in this Agreement, neither Collateral Agent (as such or in its individual capacity) nor any of Collateral Agent's officers, directors, employees, agents, attorneys-in-fact, or Affiliates has made any representations or warranties to it, except as expressly provided herein at Section 3.1(d) and that no act by Collateral Agent hereinafter taken shall be deemed to constitute any representation or warranty by Collateral Agent (as such or in its individual capacity) to any Secured Creditor.

Section 3.8. Reporting

City shall provide online access for the Lockbox Account that enables the Collateral Agent and the Secured Creditors to view the balance of the Lockbox Account at any time. Upon written request by a Secured Creditor, Collateral Agent will provide such Secured Creditor with a copy of the bank statement for the Lockbox Account no later than five (5) Business Days following receipt thereof by the Collateral Agent. Collateral Agent shall have no duty or responsibility to provide the Secured Creditors with, or otherwise monitor or review in any respect, any credit or other information concerning the business, operations, property, financial and other condition or creditworthiness of City which may come into the possession of Collateral Agent or any of its officers, directors, employees, agents, attorneys-in-fact, or Affiliates. Collateral Agent shall provide to Secured Creditors copies of all notices received by it regarding the Collateral, the Security Agreement or this Agreement; provided that the failure to provide such copies shall not cause Collateral Agent (as such or in its individual capacity) to incur liability to any Person. Collateral Agent shall promptly (but in no event more than 3 Business Days) after Collateral Agent's receipt of a written request from a Secured Creditor provide a report to all Secured Creditors regarding the status of any payments or distributions of Collateral received by Collateral Agent.

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Section 3.9. Indemnification

City shall indemnify Collateral Agent (as such and in its individual capacity) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time be imposed on, incurred by or asserted against Collateral Agent (as such or in its individual capacity) arising out of actions or omissions of Collateral Agent arising out of this Agreement; provided that neither City nor the Secured Creditors shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting solely from Collateral Agent's fraud, willful misconduct, gross negligence or bad faith. The agreements in this Section 3.9 shall survive the repayment of the Obligations and the termination of this Agreement.

Section 3.10. Collateral Agent May Act in its Individual Capacity

River City Bank, a California corporation, and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with City and its Affiliates as though it was not Collateral Agent hereunder.

Section 3.11. Successor Collateral Agent

(a) Collateral Agent may resign at any time upon at least 60 days' prior written notice to the Secured Creditors and City, or may be removed by the demand of the Required

Secured Creditors for cause at any time if Collateral Agent has failed to take any action that Collateral Agent is required to take hereunder after request by a Secured Creditor, or Collateral Agent has taken any action hereunder that Collateral Agent is not authorized to take hereunder or that violates the terms hereof and, in either case, has not remedied such failure or violation with reasonable promptness after a written request for corrective action is delivered to Collateral Agent. After any resignation or removal hereunder of Collateral Agent, the provisions of this Section 3 shall continue to be binding upon and inure to its benefit as to any actions taken or omitted to be taken by it in its capacity as Collateral Agent hereunder while it was Collateral Agent under this Agreement.

(b) Upon receiving written notice of any such resignation or removal, a successor Collateral Agent, reasonably acceptable to City, shall be appointed by the Secured Creditors provided, if an Event of Default as to City has occurred no such acceptance of the successor Collateral Agent by City shall be required. If a successor Collateral Agent shall not have been appointed pursuant to this Section 3.11(b) within 60 days after Collateral Agent's notice of resignation or upon removal of Collateral Agent, then any Secured Creditor or Collateral Agent (unless Collateral Agent is being removed) may petition a court of competent jurisdiction for the appointment of a successor Collateral Agent (it being expressly understood and agreed that any such petition by the Collateral Agent shall be at the expense of the Secured Creditors, jointly and severally) and the Collateral Agent shall continue its functions in accordance with subsection (c)

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below. The appointment of a successor Collateral Agent pursuant to this Section 3.11(b) shall become effective upon the acceptance of the appointment as Collateral Agent hereunder by a successor Collateral Agent. Upon such effective appointment, the successor Collateral Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent.

(c) The resignation or removal of a Collateral Agent shall take effect on the day specified in the notice described in Section 3.11(a), unless previously a successor Collateral Agent shall have been appointed and shall have accepted such appointment, in which event such resignation or removal shall take effect immediately upon the acceptance of such appointment by such successor Collateral Agent, and provided, further, that no resignation or removal shall be effective hereunder unless and until a successor Collateral Agent shall have been appointed and shall have accepted such appointment.

(d) Upon the effective appointment of and acceptance by a successor Collateral Agent, the successor Collateral Agent shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent and the predecessor Collateral Agent hereby appoints the successor Collateral Agent the attorney-in-fact of such predecessor Collateral Agent to accomplish the purposes hereof, which appointment is coupled with an interest. Such appointment and designation shall be full evidence of the right and authority to act as Collateral Agent hereunder and all power, duties, documents, rights and authority of the previous Collateral Agent shall rest in the successor, without any further deed or conveyance. The predecessor Collateral Agent shall, nevertheless, on the written request of the Secured Creditors or successor Collateral Agent, execute and deliver any other such instrument transferring to such successor Collateral Agent all the Collateral, properties, rights, power, duties, authority and title of such predecessor. In connection with the resignation or removal of Collateral Agent, City, to the extent requested by the Secured Creditors or Collateral Agent, shall procure and execute any and all documents, conveyances or instruments requested, including any documentation appropriate to reflect the transfer of the Lien or other rights granted herein to such successor Collateral Agent.

SECTION 4. ACTIONS BY COLLATERAL AGENT*Section 4.1. Duties and Obligations*

The duties and obligations of Collateral Agent are only those set forth in this Agreement and the Security Agreement. The Collateral Agent shall not have any duty or obligation to manage, control, use, sell, dispose of or otherwise deal with the Collateral, or to otherwise take or refrain from taking any action hereunder, except as expressly provided by the terms hereof or in written instructions received pursuant hereto, and no implied duties or obligations shall be read into this Agreement against the Collateral Agent. Upon the written instruction at any time and from time to time of the Required Secured Creditors, the Collateral Agent shall take such action or refrain from taking such action, not inconsistent with the

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provisions of this Agreement, as may be specified in such instruction. Notwithstanding the foregoing, Collateral Agent shall not be required to take, or refrain from taking, any action that, in its opinion or in the opinion of its counsel, may expose Collateral Agent (as such or in its individual capacity) to liability. Collateral Agent (as such or in its individual capacity) shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, however, that such action or omission by Collateral Agent does not constitute willful misconduct, gross negligence or bad faith. The Collateral Agent shall not be obligated to expend its own funds or to incur any obligation in its individual capacity in the performance of any of its obligations under or in connection with this Agreement, the Security Agreement, the Control Agreements or any related document.

Section 4.2. Voting; Amendments to Transaction Agreements

Collateral Agent shall act at the written instruction of the Required Secured Creditors in connection with all material actions, matters or decisions, or any actions, matters or decisions requiring a vote or instruction under this Agreement, under any Control Agreement or the Security Agreement, including with respect to Section 5.01 of the Security Agreement. Notwithstanding the foregoing or anything in any Transaction Agreement to the contrary, without the prior written consent of all of the Secured Creditors, Collateral Agent shall not enter into any amendments, modifications, restatements, extensions or supplements of this Agreement, the Control Agreement or the Security Agreement.

Section 4.3. Actions Pertaining to the Collateral

Collateral Agent has the sole and exclusive standing and right to assert claims relating to the Collateral, and no Secured Creditor may enforce or assert against City, the Deposit Accounts, the Depositary Bank, or any other Person, any claims relating to the Collateral. Collateral Agent shall only act at the written instruction of the Required Secured Creditors in (a) taking any action under this Agreement, the Security Agreement or any Control Agreement with respect to the Collateral following an Event of Default and (b) asserting any claim under this Agreement, the Security Agreement or any Control Agreement. Notwithstanding the foregoing, if Collateral Agent deems it prudent to take reasonable actions, without the instruction of a Secured Creditor, to protect the Collateral, it may (but shall be under no obligation to) do so and thereafter provide written notice to all the Secured Creditors of such actions, and no provision of this Agreement shall restrict Collateral Agent from exercising such rights and no liability shall be imposed on Collateral Agent for omitting to exercise such rights.

Section 4.4. Duty of Care

Collateral Agent shall have no duty or obligation as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of rights pertaining to the Collateral beyond the safe custody of any Collateral in Collateral Agent's actual possession. Without limiting the generality of the foregoing, Collateral Agent shall have no duty or obligation (a) other than to instruct City as set forth in Section 4.05 of the Security Agreement, to see to any recording or filing of any financing statement evidencing a security interest in the Collateral, or to see to the maintenance of any such

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recording or filing, (b) to see to the payment or discharge of any tax, assessment or other governmental charge or any Lien or encumbrance of any kind owing with respect to, assessed or levied against any part of the Collateral, (c) to confirm or verify the contents of any reports or certificates delivered to Collateral Agent reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties, or (d) to ascertain or inquire as to the performance of observance by any other Person of any representations, warranties or covenants. Collateral Agent may require an officer's certificate or an opinion of counsel before acting or refraining from acting, and Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on an officer's certificate or an opinion of counsel.

Section 4.5. Further Assurances

City and each Secured Creditor shall take such actions and cooperate with Collateral Agent as may be reasonably requested, and execute such documents as may be reasonably necessary, to carry out or effect the intent of the parties hereto.

Section 4.6. Distribution of Proceeds of Collateral

Collateral Agent shall distribute the Proceeds of the Collateral as provided in Section 6.02 of the Security Agreement. Collateral Agent shall rely on the provisions in Section 6 of the Security Agreement for calculating the Obligations payable from such Proceeds. Collateral Agent has no duty or obligation to make an independent inquiry regarding the foregoing calculations or the facts on which such calculations are based.

Section 4.7. Deposit Accounts

Subject to distributions permitted under the Security Agreement or this Agreement,
the Proceeds of Collateral shall be maintained in the Deposit Accounts, and no such account shall be required to be interest bearing.

Section 4.8. Restoration of Obligations

In the event any payment of, or any application of any amount, asset or property to,
any of the Obligations owed to any Secured Creditor or any obligations owed to Collateral Agent under the Security Agreement or this Agreement, or any part thereof, made at any time (including, without limitation, made prior to any applicable Bankruptcy Proceeding) is rescinded or are otherwise to be restored or returned by such Secured Creditor or Collateral Agent at any time after such payment or application, whether by order of any court, by settlement, or otherwise, then the respective obligations and the security interests of such Person shall be reinstated, all as though such payment or application had never been made.

Section 4.9. Privileged Materials

With respect to all materials and communications relating to the Collateral with or

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in the possession of Collateral Agent or its counsel that are subject to any claim of privilege in favor of Collateral Agent, each Secured Creditor agrees that Collateral Agent shall not be required to take any action under this Agreement that compromises the privileged nature of such conversations or materials, and all such privileges shall be preserved.

Section 4.10. Action Upon Instruction

Whenever the Collateral Agent is unable to decide between alternative courses of action permitted or required by the terms of this Agreement or any document, or is unsure as to the application, intent, interpretation or meaning of any provision of this Agreement or any other document, or any such provision may be ambiguous as to its application or in conflict with any other applicable provision, permits any determination by the Collateral Agent, or is silent or incomplete as to the course of action that the Collateral Agent is required to take with respect to a particular set of facts, then the Collateral Agent may give notice (in such form as shall be appropriate under the circumstances) to the Secured Creditors requesting instruction as to the course of action to be adopted, and, to the extent the Collateral Agent acts or refrains from acting in good faith in accordance with any such written instruction of the Required Secured Creditors received, the Collateral Agent shall not be personally liable on account of such action or inaction to any Person. If the Collateral Agent shall not have received appropriate instruction from the Required Secured Creditors within ten (10) days of such notice (or within such shorter period of time as reasonably may be specified in such notice or may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action which is consistent, in its view, with this Agreement, the Security Agreement, and Control Agreements or other documents, and as it shall deem to be in the best interests of the Secured Creditors, and the Collateral Agent shall have no personal liability to any Person for any such action or inaction.

SECTION 5. BANKRUPTCY PROCEEDINGS

The following provisions shall apply during any Bankruptcy Proceeding of City:

- (a) Collateral Agent shall represent all Secured Creditors in connection with all matters directly relating solely to the Collateral, use of cash collateral, relief from the automatic stay and adequate protection. In such Bankruptcy Proceeding, Collateral Agent shall act on the instruction of the Required Secured Creditors.
- (b) Each Secured Creditor shall be free to act independently on any issue not directly relating solely to the Collateral.
- (c) Each Secured Creditor shall file its own proof of claim in respect of the Obligations owing to it. Collateral Agent shall have the right to file (but has no obligation to file) a proof of claim in its capacity as Collateral Agent in respect of any or all of the Obligations.
- (d) Each Secured Creditor shall have the sole right to vote the claims pertaining to the Obligations owing to it by City.

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(e) Any property received by any Secured Creditor with respect to the Obligations owing to it as a result of, or during, any Bankruptcy Proceeding will be delivered promptly to Collateral Agent for distribution in accordance with Section 4.6.

SECTION 6. MISCELLANEOUS*Section 6.1. Amendments to this Agreement and Assignments*

This Agreement may not be modified, altered or amended, except by an agreement in writing signed by Collateral Agent, City and all the Secured Creditors. This Agreement is assignable by a Secured Creditor. Collateral Agent shall only transfer or assign its rights hereunder by operation of law or in connection with a resignation or removal from its capacity as Collateral Agent in accordance with the terms of this Agreement and, if required by the successor Collateral Agent, the parties agree to execute and deliver a restated Agreement in the event there is a replacement of Collateral Agent. City shall not assign, transfer or delegate its rights or obligations hereunder without the prior written consent of all the Secured Creditors and Collateral Agent. Any assignee of a PPA Provider under a Power Purchase Agreement shall comply with Section 6.5.

Section 6.2. Marshalling

Collateral Agent shall not be required to marshal any present or future security for (including, without limitation, the Collateral), or guaranties of the Obligations or to resort to such security or guaranties in any particular order; and all of each of such Person's rights in respect of such security and guaranties shall be cumulative and in addition to all other rights, however existing or arising.

Section 6.3. Governing Law; Jurisdiction

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY OR

THEREBY MAY BE BROUGHT IN THE COURTS OF THE UNITED STATES OF AMERICA

FOR THE _____ DISTRICT OF CALIFORNIA IN _____ COUNTY OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE COURTS OF THE STATE OF CALIFORNIA IN _____ COUNTY AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR

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PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS APPLICABLE TO THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

Section 6.4. Waiver of Jury Trial

EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

Section 6.5. Joinder

Each time CCEA, on behalf of City, enters into a new Power Purchase Agreement as to which the counterparty thereto is to share in the Collateral, such counterparty shall execute and deliver to Collateral Agent a Joinder to Intercreditor and Collateral Agency Agreement in the form of Exhibit A hereto (a “**Joinder**”) at the same time as such counterparty executes the Power Purchase Agreement. Further, no PPA Provider may assign or transfer its rights hereunder or under a Power Purchase Agreement without such assignees or transferees delivering an executed Joinder to Collateral Agent. By executing a Joinder, such counterparty agrees to be bound by the terms of this Agreement as though named herein and shall share in the Collateral in accordance with the provisions of this Agreement. Each such counterparty that is an assignee shall upon execution and delivery of a Joinder be the PPA Provider and Secured Creditor under this Agreement representing the holder of the assigned Obligations and shall be obligated for all obligations to Collateral Agent of its transferor, and such transferor shall cease forthwith to be a Secured Creditor hereunder.

Section 6.6. Counterparts

This Agreement and any related amendment or waiver may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. A facsimile of a signature page hereto or to any Joinder shall be as effective as an original signature.

Section 6.7. Termination

Unless earlier terminated by the parties hereto, upon termination of the Security Agreement in accordance with its terms and upon payment of all Obligations owed to Collateral Agent, this Agreement shall terminate, except for those provisions hereof that by their express terms shall survive the termination of this Agreement; provided, however, if all or any part of the Obligations are reinstated pursuant to Section 4.8, then this Agreement shall be renewed as of such date and shall thereafter continue in full force and effect to the extent of the Obligations so invalidated, set aside or repaid, or that remain outstanding.

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Section 6.8. Controlling Terms

In the event of any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

Section 6.9. Notices

Except as otherwise expressly provided herein, all notices, consents and waivers and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand, mailed by registered or certified mail or prepaid overnight air courier, or by facsimile communications, addressed as provided below their signatures to this Agreement or at such other address for notice as City, Collateral Agent or such Secured Creditor shall last have furnished in writing to the Person giving the notice. A notice addressed as provided herein that (i) is delivered by hand or overnight courier is effective upon delivery, (ii) is sent by facsimile communication is effective if made by confirmed transmission at a telephone number designated as provided herein for such purpose, and (iii) is sent by registered or certified mail is effective on the earlier of acknowledgement of receipt as shown on the return receipt or three (3) Business Days after mailing.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representative as of the Effective Date.

RIVER CITY BANK, not in its individual capacity, but solely as Collateral Agent

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By:
Name:
Title:

Notice Address:

River City Bank
2485 Natomas Park Dr.
Sacramento, CA 95833
Attention: Cash Management
Fax: 916-567-2799
Email: cashmgmt@rivercitybank.com

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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_____,
as Secured Creditor

By:
Name:
Title:

Notice Address:

Attention: _____

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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CITY OF HANFORD

By:

Name: Darrel Pyle

Title: City Manager

Notice Address:

City of Hanford

Attention: Contract Administration

315-321 North Douty Street

Hanford, CA 93230

Fax: (559) 582-1152

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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**CALIFORNIA CHOICE
ENERGY AUTHORITY**

By:

Name: Jason Caudle

Title: Executive Director

Notice Address:

California Choice Energy Authority
Attention: Contract Administration
44933 Fern Avenue
Lancaster, CA 93534

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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EXHIBIT A

JOINDER TO INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT

River City Bank, in its capacity as Collateral Agent
 2485 Natomas Park Dr.
 Sacramento, CA 95833
 Attention: Cash Management

Reference: _____

Reference is made to the Intercreditor and Collateral Agency Agreement, dated as of _____, 2019 (as amended or restated from time to time, the “**Intercreditor Agreement**”; capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Intercreditor Agreement), among River City Bank, as Collateral Agent, and the PPA Providers party thereto, relating to the City of Hanford, a California municipal corporation and general law city, d/b/a [Name of CCA Program] (“[CCA]”).

By executing and delivering this Joinder to Intercreditor and Collateral Agency Agreement (this “**Joinder**”), the undersigned holder of the Obligations arising under that certain Power Purchase Agreement between CCEA and the undersigned, a copy of which is enclosed with this Joinder, (1) agrees to the appointment of River City Bank, as its Collateral Agent in accordance with Section 3.1 of the Intercreditor Agreement, and (2) agrees to be bound by all of the terms and provisions of the Intercreditor Agreement. The address set forth under the signature of the undersigned constitutes its address for the purposes of Section 6.9 of the Intercreditor Agreement.

Dated as of: _____, 20__.

By: _____ Name:
 Title:

[Insert address for notices]

Attachment: Hanford Intercreditor and Collateral Agency Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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SECURITY AGREEMENT

This **SECURITY AGREEMENT** (this “**Agreement**”) dated as of _____, 2019 is entered into between City of Hanford, a California municipal corporation and general law city, d/b/a [Name of CCA Program], as pledgor (“**City**”), and River City Bank, a California corporation, not in its individual capacity, but solely as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”), for the benefit of the PPA Providers (as defined below) and California Choice Energy Authority (“**CCEA**”), as Secured Creditors (as defined below).

RECITALS:

A. CCEA has (i) entered into the Master Agreements (as defined below) with the PPA Providers for the purchase of Product (as defined below), and (ii) may in the future enter into a Power Purchase Agreement (as defined below) with a PPA Provider, pursuant to which CCEA has agreed, or will agree, to purchase the Product from such PPA Provider for City’s account and shall cause such PPA Provider to become a party to the Intercreditor Agreement (as defined below).

B. City shall sell the Product purchased by CCEA from PPA Providers to City’s customers at rates established by City from time to time.

C. City generates accounts receivable owing to City by City’s customers for such Product.

D. City’s customers are billed by Southern California Edison (“**SCE**”) amounts they owe for the Product provided by City.

E. As of the date hereof, City has directed SCE to remit all present and future collections on accounts receivable now or hereafter billed by SCE on behalf of City to Collateral Agent, for remittance to the Lockbox Account (as defined below) maintained by Collateral Agent, which direction is irrevocable unless both Collateral Agent, at the direction of the Required Secured Creditors (as defined below), and City direct SCE otherwise;

F. City desires herein to pledge to Collateral Agent, for the benefit of Secured Creditors, a first priority continuing security interest in and to the Collateral (defined below);

G. The PPA Providers, City and Collateral Agent have entered into the Intercreditor Agreement (as defined below) wherein the PPA Providers appointed River City Bank, as Collateral Agent to act on their behalf regarding the administration, collection and allocation of the proceeds of the Collateral; and

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H. City and Collateral Agent desire to enter into this Agreement to evidence the pledge of the Collateral and to set forth their agreements regarding the Collateral and the application of the Collateral to the Obligations (as defined below).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions, Etc.

1.01 Defined Terms. The following terms shall have the meanings assigned to them in this Section 1.01 or in the provisions of this Agreement referred to below:

“Applicable Law” means any applicable law, including without limitation any: (a) federal, state, territorial, county, municipal or other governmental or quasi-governmental law, statute, ordinance, rule, regulation, requirement or use or disposal classification or restriction, whether domestic or foreign; (b) judicial, administrative or other governmental or quasigovernmental order, injunction, writ, judgment, decree, ruling, interpretation, finding or other directive, whether domestic or foreign; (c) common law or other legal or quasi-legal precedent; (d) any binding arbitrator’s, mediator’s or referee’s decision, finding, award or recommendation; or (e) charter, rule, regulation or other organizational or governance document of any national securities exchange or market or other self-regulatory organization.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as codified under Title 11 of the United States Code, and the rules promulgated thereunder, as the same may be in effect from time to time.

“Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks in the State of California or Delaware are required or authorized to close.

“CCEA” means the California Choice Energy Authority, a California joint powers authority.

“Collateral” means the following, whether now existing or hereafter arising: (a) the Receivables; (b) the Deposit Accounts; (c) all cash, cash equivalents, Securities, Investment Property (as such term is defined in the UCC), Security Entitlements (as such term is defined in the UCC), checks, money orders and other items of value now or hereafter that are required to be, or that are, paid, deposited, credited or held (whether for collection, provisionally or otherwise) in or with respect to any Deposit Account or otherwise in the possession or under the control of, or in transit to, the Collateral Agent or the Depositary Bank for credit or with respect to any Deposit Account and all interest accumulated thereon; and (d) all Proceeds (as such term is defined in the UCC) of any or all of the foregoing. The term “Collateral” shall not include any amounts distributed to City pursuant to Section 6.02(v).

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“Collateral Agent” has the meaning given to such term in the Preamble hereof.

“Control” has the meaning given to such term in Section 9-104 of the UCC.

“Control Agreements” means the Account Control Agreement, dated as of the date hereof, among the Depository Bank, City and Collateral Agent and any other agreements entered into among City and Depository Bank which shall designate the Deposit Accounts as blocked accounts under the Control of Collateral Agent, for the benefit of Secured Creditors, as provided in the UCC, as each such agreement may be amended, supplemented, restated or replaced from time to time.

“Credit Rating” means for a Qualified Institution the respective ratings then assigned to such entity’s unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody’s or other specified rating agency or agencies or, if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its “corporate credit rating” by S&P.

“Customer” means any customer of City who purchases Product from City but is invoiced by SCE, and any other obligor(s) responsible for payment of a Receivable.

“Deposit Accounts” means the Lockbox Account, together with any other Deposit Account or Securities Account (as such terms are defined in the UCC) from time to time pledged by City to Collateral Agent, for the benefit of Secured Creditors, to secure the Obligations.

“Depository Bank” means River City Bank, a California corporation, in its capacity as depository bank, and its successors and assigns.

“Direction Letter” means that certain letter in the form attached at Exhibit B, a copy of which will be delivered to the Collateral Agent, from City to SCE pursuant to which City has directed SCE to remit all of the Proceeds on the Receivables collected by SCE from Customers to the Lockbox Account specified therein for application to the Obligations, unless and until both Collateral Agent, at the direction of the Required Secured Creditors, and City jointly instruct SCE to terminate or change such direction and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof and any similar letter or written direction provided to SCE.

“Discharge Date” means that date on which: (a) any and all outstanding Obligations under the Transaction Agreements have been fully satisfied, and (b) there are no continuing obligations by City under any Transaction Agreements (other than for any provisions which are intended to survive the termination of the Transaction Agreements).

“Distribution Date” means the twenty-third (23rd) day of each month.

“Distribution Date Certificate” means a certificate substantially in the form of Exhibit A hereto itemizing each of the payments to be remitted under Section 6.02, prepared by

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CCEA and submitted to City, and submitted by City to Collateral Agent in accordance with Section 6.03.

“**Event of Default**” has the meaning set forth in the applicable Master Agreement or Power Purchase Agreement.

“**Implementation Plan**” means that certain Implementation Plan filed with the California Public Utilities Commission (CPUC) and certified by the CPUC.

“**Intercreditor Agreement**” means the Intercreditor and Collateral Agency

Agreement, dated as of even date herewith, among Collateral Agent, the Secured Creditors from time to time party thereto and City, as amended, supplemented, restated or replaced from time to time.

“**Letter of Credit**” means one or more irrevocable, transferable standby letters of credit, in a form acceptable to the PPA Providers and issued by a Qualified Institution.

“**Lien**” means any mortgage, pledge, hypothecation, deposit arrangement, encumbrance, lien (statutory or other), assignment, charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any sale governed by Article 9 of the UCC, any conditional sale or title retention agreement, or any capital lease having substantially the same economic effect as any of the foregoing).

“**Lockbox Account**” means the deposit account no. *****____, which is maintained in the name of City and is under the Control of Collateral Agent, for the benefit of the Secured Creditors, at Depositary Bank, and any replacement account, in each case, pursuant to the Lockbox Account Control Agreement.

“**Lockbox Account Control Agreement**” means the Account Control Agreement, dated as of the date hereof, among Depositary Bank, City and Collateral Agent and any other agreements entered into among Depositary Bank, City and Collateral Agent which shall designate the Lockbox Account as a blocked account under the Control of Collateral Agent, for the benefit of Secured Creditors, as provided in the UCC, as each such agreement may be amended, supplemented, restated or replaced from time to time.

“**Master Agreements**” means the following:

(i) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof;

(ii) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the

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exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof;

(iii) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof; and

(iv) the Master Power Purchase and Sale Agreement, dated as of _____, 201_, between _____ and CCEA, together with the exhibits, schedules, transactions, confirmations, and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof.

“Moody’s” means Moody’s Investor Services, Inc.

“Obligations” means all of the obligations and liabilities under the Transaction Agreements to each PPA Provider, which are for the City’s account, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereinafter arising under or in respect of one or more of the Transaction Agreements, including all payments, fees, purchases, mark-to-market exposure, commitments for reimbursement, indemnifications, interest, damages and Termination Payments, if any. The term “Obligations” also includes all of City’s other present and future obligations to CCEA under that certain Administrative Services Agreement, and to each PPA Provider under the Transaction Agreements entered into by CCEA for City’s account, including the repayment of (a) any amounts that Collateral Agent (or a PPA Provider) may advance or spend for the maintenance or preservation of the Collateral and (b) any other expenditure that Collateral Agent (or PPA Provider) may make under the provisions of the Transaction Agreements for the benefit of City. For the avoidance of doubt, the term “Obligations” includes any of the foregoing that arises after the filing of a petition by or against City under any bankruptcy or insolvency statute, even if the Obligations do not accrue because of any statutory automatic stay or otherwise.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

“Power Purchase Agreement” means each agreement, including the Master Agreements, together with the exhibits, schedules, transactions, confirmations (including confirmations entered into after the date hereof), and any written amendments, modifications, restatements, extensions or supplements thereto or replacements thereof, pursuant to which a PPA Provider sells the Product to CCEA for the account of City, as amended, modified, supplemented, restated, extended or replaced from time to time.

“PPA Provider” means each seller of Product under a Power Purchase Agreement that is made a party to the Intercreditor Agreement, and its respective successors and assigns.

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“Product” means one or more of the following: energy, renewable energy attributes, capacity attributes, resource adequacy benefits, or any other similar or related products contemplated in the Power Purchase Agreements.

“Qualified Institution” means a commercial bank organized under the laws of the United States or a political subdivision thereof having at the applicable time (a) a Credit Rating of (i) A- or better from Standard & Poor’s, or (ii) A3 or better from Moody’s, or (iii) if such bank has a Credit Rating at such time from both Standard & Poor’s and Moody’s, A- or better from Standard & Poor’s and A3 or better from Moody’s and (b) assets of at least Ten Billion Dollars (\$10,000,000,000).

“Receivable” means an Account evidencing City’s rights to payment for Product, billed in an invoice sent to a Customer by SCE, together with all late fees and other fees which SCE and City agree are to be charged in such invoice to the Customer by SCE on behalf of City.

“Regular Charges” means, as of any date of determination, amounts then due and owing to such PPA Provider for the Product delivered by such PPA Provider, without giving effect to any Supplemental Payment owing to such PPA Provider.

“Regular Sharing Percentage” means, as of any date of determination, with respect to each PPA Provider as calculated by CCEA in a commercially reasonable manner, the percentage equivalent of a fraction, (i) the numerator of which is the amount of the Regular Charges due and owing to such PPA Provider, as of such date, and (ii) the denominator of which is the amount of the Regular Charges due and owing to all PPA Providers, as of such date.

“Required Secured Creditors” has the meaning given to such term in the Intercreditor Agreement.

“Reserve Amount” means an amount of _____ (\$_____). If City is not subject to an Event of Default, the total Reserve Amount shall automatically be reduced by _____ percent (___%) annually, starting _____.

“Secured Creditors” means each PPA Provider party to the Intercreditor Agreement, CCEA, and their respective successors and assigns.

“Standard & Poor’s” means Standard & Poor’s Rating Group (a division of McGraw-Hill, Inc.).

“Supplemental Payment” means, as of any date of determination, all Obligations owing by City to each PPA Provider, excluding, however, the Regular Charges owed to such PPA Provider. Supplemental Payments include, but are not limited to, all out-of-pocket losses such as indemnity claims arising under the Transaction Agreements to the extent such losses were incurred by such PPA Provider, all late payment charges due under a Power Purchase Agreement, and all Obligations arising upon a default or Termination Event, such as Termination Payments.

“Supplemental Sharing Percentage” means, as of any date of determination, with

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respect to each PPA Provider, the percentage equivalent of a fraction, (y) the numerator of which is the outstanding amount of the Supplemental Payments due and owing to such PPA Provider, as of such date, and (z) the denominator of which is the sum of the outstanding amount of the Supplemental Payments due and owing to all PPA Providers, as of such date.

“Termination Event” means, with respect to any Power Purchase Agreement, the termination of Transactions and/or acceleration of all amounts owing thereunder in accordance with the terms of such Power Purchase Agreement.

“Termination Payment” has the meaning given to such term in the Intercreditor Agreement.

“Transaction Agreements” means the Master Agreements, any other Power Purchase Agreements, the Control Agreements, the Intercreditor Agreement, this Agreement and all other agreements, instruments or documents to which City is a party and which are executed and delivered from time to time in connection with or as security for City’s obligations under the Master Agreements, any other Power Purchase Agreements and any other Transaction Agreements, as the same may be amended, restated, modified, replaced, extended or supplemented from time to time.

“UCC” means the Uniform Commercial Code in effect in the State of California from time to time.

1.02 Certain Uniform Commercial Code Terms. As used herein, the terms **“Account”**, **“Investment Property”**, and **“Proceeds”** have the respective meanings set forth in Article 9 of the UCC. The terms **“Security”** and **“Security Entitlements”** have the respective meanings set forth in Article 8 of the UCC.

1.03 Other Interpretive Provisions. References to “Sections” shall be to Sections of this Agreement unless otherwise specifically provided. For purposes hereof, “including” is not limiting and “or” is not exclusive. All capitalized terms defined in the UCC and not otherwise defined herein or in the Security Agreement shall have the respective meanings provided for by the UCC. Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference. References to any instrument, agreement or document shall include such instrument, agreement or document as supplemented, modified, amended or restated from time to time to the extent permitted by this Agreement. References to any Person include the successors and permitted assigns of such Person. References to any statute, act or regulation shall include its related current version and all amendments and any successor statutes, acts and regulations. References to any statute or act, without additional reference, shall be deemed to refer to federal statutes and acts of the United States. References to any agreement, instrument or document shall include all schedules, exhibits, annexes and other attachments thereto.

Section 2. Grant of Security Interest.

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As collateral security for the payment and performance in full of the Obligations when due, whether at stated maturity, by acceleration or otherwise, City hereby assigns, pledges and grants to Collateral Agent, for the benefit of the Secured Creditors, a first priority continuing security interest in and continuing lien on all of City's right, title and interest in and to the Collateral, including the following:

- (a) the prompt and complete payment, when due and payable, of all Obligations; and
- (b) the timely performance and observance by City of all covenants, obligations and conditions contained in the Transaction Agreements; and
- (c) without limiting the generality of the foregoing and to the fullest extent permitted under Applicable Law, the payment of all amounts, including interest which constitute part of the Obligations and would be owed by City to the Secured Creditors under the Transaction Agreements but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving City.

The collateral assignment evidenced by this Agreement is a continuing one and is irrevocable by City so long as any of the Obligations are outstanding.

Section 3. Representations and Warranties.

City represents and warrants to Collateral Agent that:

3.01 Title. It is the sole beneficial owner of the Collateral and such Collateral is free and clear of all liens, except liens in favor of Collateral Agent created hereunder.

3.02 Names, Etc. As of the date hereof, the full and correct legal name, type of organization, jurisdiction of organization, mailing address, and principal place of business is as follows: City of Hanford, a California municipal corporation and general law city, d/b/a [Name of CCA Program], 315-321 North Douty Street, Hanford, CA 93230.

3.03 Changes in Circumstances. City has not: (a) within the period of four (4) months prior to the date hereof, changed its location (as defined in Article 9 of the UCC); (b) within the period of five (5) years prior to the date hereof, changed its name; or (c) within the period of four (4) months prior to the date hereof, become a "new debtor" (as defined in Article 9 of the UCC) with respect to a currently effective security agreement previously entered into with any other Person.

3.04 Security Interests. The Liens granted by this Agreement have attached and constitute a perfected first priority continuing security interest in the Collateral. City owns good and marketable title to the Collateral free and clear of all Liens other than such Liens established under this Agreement, and neither the Collateral nor any interest in the Collateral has been transferred to any other Person. City has full right, power and authority to grant a first-priority security interest in the Collateral to Collateral Agent in the manner provided in this Agreement, free and clear of any other Liens, adverse claims and options and without the consent of any other

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person or entity or if consent is required, such consent has been obtained. No other Lien, adverse claim or option has been created by City or is known by City to exist with respect to the Collateral. At the time the security interest in favor of Collateral Agent attaches, good and indefeasible title to all after-acquired property included within the Collateral, free and clear of any other Liens, adverse claims or options shall be vested in City. All consents for the assignment of Collateral to Collateral Agent, if any, required to be obtained by City have been obtained. This Agreement, the Intercreditor Agreement, and the Lockbox Account Control Agreement constitute legal, valid and binding obligations of City enforceable against it in accordance with their terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability. City will not contest the validity or legality of any Transaction Agreements entered into between CCEA and any PPA Provider for the account of City and represents and warrants that it has provided CCEA with full power and authority to enter in the Transaction Agreements for City's account.

Section 4. Covenants.

City hereby stipulates and agrees with the Collateral Agent as follows:

4.01 Perfection by Control. City shall not be permitted to withdraw funds from the Deposit Accounts until the Discharge Date and this Agreement has been terminated. Collateral Agent shall have the exclusive authority to withdraw, or (other than as set forth herein) direct the withdrawal of, funds from the Deposit Accounts. The Control Agreement for each Deposit Account shall give the Collateral Agent the sole power to direct Depositary Bank regarding the Deposit Account, and thus Collateral Agent shall Control the Deposit Accounts within the meaning of the UCC. Collateral Agent shall make distributions from the Deposit Accounts only in accordance with Section 6 of this Agreement.

4.02 Further Assurances. Upon the request of Collateral Agent, City shall promptly from time to time give, execute, deliver, file, record, authorize or obtain all such financing statements, continuation statements, notices, documents, agreements or other papers as may be necessary in the judgment of Collateral Agent to create, preserve, perfect, maintain the perfection of or validate the security interest granted pursuant hereto or to enable Collateral Agent to exercise and enforce its rights hereunder with respect to such security interest, and without limiting the foregoing, shall:

(a) take such other action as Collateral Agent may reasonably deem necessary or appropriate to duly record or otherwise perfect the security interest created hereunder in the Collateral;

(b) promptly from time to time enter into such Control Agreements, each in form and substance reasonably acceptable to Collateral Agent, as may be required to perfect the security interest created hereby;

(c) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as Collateral Agent may reasonably require in order to reflect the security interests granted by this Agreement; and

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(d) permit representatives of Collateral Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and to be present at City's places of business to receive copies of communications and remittances relating to the Collateral, and forward copies of any notices or communications received by City with respect to the Collateral, all in such manner as Collateral Agent may reasonably require.

4.03 No Other Liens. City is and shall be the owner of or have other transferable rights in the Collateral free from any right or claim of any other Person or any other Lien and City shall defend the same against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to Collateral Agent. City shall not (a) grant, or permit to be granted, any Lien with respect to any of the Collateral in which Collateral Agent is not named as the sole secured party, (b) file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to any of the Collateral in which Collateral Agent is not named as the sole secured party, or (c) cause or permit any Person other than Collateral Agent to have Control of any Deposit Account constituting part of the Collateral.

4.04 Locations; Names, Etc. Without at least thirty (30) days' prior written notice to the Collateral Agent, City shall not: (a) change its location (as defined in Article 9 of the UCC), (b) change its name from the name shown as its current legal name in Section 3 of this Agreement, or (c) agree to or authorize any modification of the terms of any item of the Collateral if the effect thereof would be to result in a loss of perfection of, or diminution of priority for, the security interests created hereunder in such item of Collateral, or the loss of control (within the meaning of Article 9 of the UCC) by Collateral Agent over such item of Collateral.

4.05 Perfection and Recordation. City authorizes Collateral Agent to file Uniform Commercial Code financing statements describing the Collateral (provided that no such description shall be deemed to modify the description of Collateral set forth in Section 2). The Collateral Agent, in accordance with Section 4.02 hereof, hereby requests and instructs City to, and City hereby agrees, at its sole cost and expense to, prepare and file such Uniform Commercial Code financing and continuation statements describing the Collateral as may be necessary to perfect and continue the security interest granted herein. City shall deliver to the Collateral Agent a file stamped copy of all such filings, which the Collateral Agent shall make available to any PPA Provider upon request.

Section 5. Remittance of Collections to Collateral Agent.

5.01 Irrevocable Direction. City has, pursuant to the Direction Letter, irrevocably instructed SCE to remit to Collateral Agent all payments due or to become due in respect of the Receivables unless and until both Collateral Agent, at the direction of the Required Secured Creditors, and City direct otherwise in writing. The Collateral shall be collected by Collateral Agent from SCE pursuant to the Direction Letter. City shall periodically take such additional measures as may be commercially reasonable to cause SCE or Customers to make all payments due to City into the Lockbox Account designated in the Direction Letter. All invoices

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issued by or on behalf of City shall direct payment into the Lockbox Account designated in the Direction Letter. City shall provide Collateral Agent with such proof of compliance with this Section 5.01 as Collateral Agent may reasonably request from time to time. Without the prior written consent of Collateral Agent (acting at the written direction of the Required Secured Creditors), City shall not (a) terminate, amend, revoke or modify such payment instructions to SCE or Customers or (b) direct or cause, directly or indirectly, SCE or any Customer to make any payments except in accordance with such payment instructions. The parties agree that if any such payments, or any other Proceeds of Collateral, are received by City, (i) they shall be held in trust by City for the benefit of the Collateral Agent, (ii) City shall as promptly as possible remit or deliver same to Collateral Agent for application as provided herein, (iii) City shall take such commercially reasonable steps as necessary to require such Customer or SCE to make any future remittances into the Lockbox Account designated in the Direction Letter and (iv) such activity shall be reported promptly to Collateral Agent following City's receipt of such funds. Collateral Agent thus has the right to all collections on the Collateral remitted to it by SCE until the Discharge Date.

5.02 Application of Proceeds. The Proceeds of any collection or realization of all or any part of the Collateral shall be applied by Collateral Agent as provided for in Section 6 below.

5.03 Deficiency. If the Proceeds of the collection of the Collateral are insufficient to pay in full the Obligations, City remains liable to Collateral Agent and Secured Creditors for any deficiency.

5.04 Attorney-in-Fact. Collateral Agent is hereby appointed the attorney-in-fact of City to receive, endorse and collect all checks made payable to the order of City representing any payment or other distribution in respect of the Collateral.

Section 6. Establishment of and Distributions from Deposit Accounts.

6.01 Establishment of Deposit Accounts. City shall establish the Deposit Accounts in City's name at Depositary Bank and shall fund the Reserve Amount into the Lockbox Account. The deposits into the Deposit Accounts and all interest accumulated thereon shall be held and disbursed by the Depositary Bank in accordance with the terms and conditions of the Control Agreements and this Agreement. The Deposit Accounts are subject to the sole dominion, control and discretion of Collateral Agent until the Discharge Date. Until the Discharge Date, neither City nor any person or entity claiming on behalf of or through City shall have any right or authority, whether express or implied, to make use of, withdraw or transfer any funds or to give instructions with respect to disbursement of the Accounts other than Collateral Agent. Until the Discharge Date, subject to Section 6.02, Collateral Agent shall be entitled to exercise any and all rights in respect of or in connection with the Deposit Accounts including (i) the right to specify the amount of payments to be made from the Deposit Accounts, (ii) when such payments are to be made out of the Deposit Accounts and (iii) the right to withdraw funds for the payment of Obligations which are due and payable from the Deposit Accounts. Collateral Agent shall accept all funds remitted to the Deposit Accounts under this Agreement, and credit such funds as provided for in Section 6.02 below.

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6.02 Priority of Distributions of Collateral. Proceeds of Collateral shall be allocated in accordance with this Section 6.02. On each Distribution Date, Collateral Agent shall distribute all funds in the Lockbox Account or otherwise received on the Collateral in accordance with the following priority:

- (i) *first*, to each PPA Provider in payment of any Regular Charges, according to its Regular Sharing Percentage;
- (ii) *second*, to each PPA Provider in payment of any Supplemental Payment owing to it according to its Supplemental Sharing Percentage;
- (iii) *third*, to CCEA in payment of any amounts owing to CCEA under that certain Administrative Services Agreement between CCEA and City;
- (iv) *fourth*, to the Collateral Agent (as such and in its individual capacity) in respect of its reasonable out-of-pocket fees and expenses incurred under this Agreement, the Intercreditor Agreement or the Control Agreements that have been invoiced to City, including, without limitation, payment of expenses incurred by the Collateral Agent which indemnity shall include the reasonable out of pocket attorneys' fees of outside counsel to the Collateral Agent; and
- (v) *fifth*, unless an Event of Default shall exist as to City, the balance, if any, after retention in the Lockbox Account of the Reserve Amount, shall be returned to City free and clear of the lien of this Agreement, provided, however, that if the Collateral Agent has been notified of a dispute in accordance with Section 6.06, the portion of the balance, if any, up to such disputed amount shall be retained in the Lockbox Account and City shall only receive the amount of the balance, if any, that is in excess of such disputed amount until such time as the Collateral Agent receives written notice from the relevant PPA Provider and City that the dispute pursuant to Section 6.06 has been resolved.

Collateral Agent shall rely, and shall be fully protected in relying on a Distribution Date Certificate in making the above calculations, without any requirement that Collateral Agent verify the accuracy of such Distribution Date Certificate, subject to revision in the event of disputes resolved under Section 6.06.

6.03 Distribution Date Certificate. On or before three (3) Business Days before each Distribution Date, City shall remit, or cause to be remitted, to Collateral Agent and each PPA Provider a certificate in substantially the form of Exhibit A hereto (the "**Distribution Date Certificate**") prepared by CCEA itemizing each of the payments to be remitted under Section 6.02 above. The PPA Providers may share such Distribution Date Certificates with their respective accountants, legal counsel and other advisors.

6.04 Replenishing the Reserve Amount; No Waiver. Subject to Section 6.05, if at any time the balance in the Deposit Accounts is less than the Reserve Amount, then (a) the Collateral Agent shall within two (2) Business Days thereafter provide City with written notice thereof, with a copy to the Secured Creditors and (b) City shall deposit such shortfall amount into

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the Deposit Accounts not later than ten (10) Business Days after its receipt of such notice from Collateral Agent. The Collateral Agent shall have no duty or obligation to monitor or oversee City's replenishment of the Reserve Amount, and shall have no duty or obligation under this Section 6.04 other than to deliver the written notice required pursuant to 6.04(a). Nothing contained herein shall impair or otherwise limit City's obligations to timely make the payments required pursuant to any of the Transaction Agreements. It is expressly understood and agreed that the Collateral Agent shall have no liability for its failure to deliver any amounts required to be delivered by it pursuant to this Agreement or any other Transaction Agreement to the extent that such amounts are not then available in the Deposit Accounts.

6.05 Release of Reserve Amount. Except following and during the continuance of an Event of Default, if City provides the Collateral Agent with a Letter of Credit for the benefit of the PPA Providers in an amount equal to the Reserve Amount, and all Secured Creditors confirm in writing to the Collateral Agent that no such Event of Default exists or is continuing. City may request in writing and, upon receipt of such request, Collateral Agent shall instruct the Depositary Bank to release and distribute the Reserve Amount to City. All of the fees, costs and expenses associated with the Letter of Credit shall be borne by City. City shall thereafter cause the Letter of Credit to be maintained in full force and effect through the Discharge Date. If at any time the issuer of the Letter of Credit is no longer a Qualified Institution, then City shall, within five (5) Business Days of such occurrence, either (a) provide Collateral Agent with a replacement Letter of Credit for the benefit of the PPA Providers issued by a Qualified Institution in an amount equal to the Reserve Amount or (b) fund the applicable Reserve Amount into the Lockbox Account.

6.06 Disputes. If a PPA Provider advises CCEA, City and Collateral Agent in writing that the calculations in any Distribution Date Certificate are in its opinion materially incorrect, then CCEA, City and such PPA Provider shall attempt to resolve the discrepancy in good faith. If the parties are able to reach an agreement with respect to such discrepancy in advance of the relevant Distribution Date, City shall remit to Collateral Agent and each PPA Provider a revised Distribution Date Certificate reflecting the agreed upon amounts, and the Collateral Agent shall disburse funds in accordance with such revised Distribution Date Certificate on the applicable Distribution Date, provided, however, that the Collateral Agent shall have no liability whatsoever for any failure to disburse funds in accordance with a revised Distribution Date Certificate to the extent that it has not received such revised Distribution Date Certificate sufficiently in advance of the scheduled distribution. If the parties are unable to agree, they shall resolve such dispute in accordance with the dispute resolution provision of the Power Purchase Agreement between such PPA Provider and CCEA. In the interim, the Distribution Date Certificate originally submitted by City shall be relied upon by Collateral Agent for purposes of making distributions from the Lockbox Account or any other Deposit Account of all undisputed amounts in accordance with Section 6.02, and the Collateral Agent shall make no distribution in respect of any disputed amount until such time as it has received a revised Distribution Date Certificate. Notwithstanding the above, no dispute shall prevent any other PPA Provider from receiving its distributions from the Lockbox Account, even if such distributions would result in a shortfall of the disputed amount. However, City shall not be entitled to receive any funds if such distribution to City would result in a shortfall of the disputed amount.

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6.07 Earnings on Deposit Accounts. City shall establish the Deposit Accounts as non-interest bearing accounts.

6.08 Rights and Remedies. If an Event of Default shall have occurred and is continuing, Collateral Agent, without any other notice to or demand upon City, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located; it being understood and agreed that the Collateral Agent would be exercising any such rights and remedies in its capacity as collateral agent for the benefit of the PPA Providers, as Secured Creditors. In addition, **CITY HEREBY WAIVES ANY AND ALL RIGHTS THAT IT MAY HAVE TO A JUDICIAL HEARING IN ADVANCE OF THE ENFORCEMENT OF COLLATERAL AGENT'S RIGHTS AND REMEDIES HEREUNDER, INCLUDING ITS RIGHT FOLLOWING AN EVENT OF DEFAULT TO TAKE IMMEDIATE POSSESSION OF THE COLLATERAL AND TO EXERCISE ITS RIGHTS AND REMEDIES WITH RESPECT THERETO.** Collateral Agent shall only act at the written instruction of the Required Secured Creditors in (a) taking any action under this Agreement, the Intercreditor Agreement or any Control Agreements with respect to the Collateral following an Event of Default and (b) asserting any claim under this Agreement, the Intercreditor Agreement or any Control Agreements. Notwithstanding the foregoing, if Collateral Agent deems it prudent to take reasonable actions, without the instruction of a Secured Creditor, to protect the Collateral, it may (but shall be under no obligation to) do so and thereafter provide written notice to all the Secured Creditors of such actions, and no provision of this Agreement shall restrict Collateral Agent from exercising such rights and no liability shall be imposed on Collateral Agent for omitting to exercise such rights.

6.09 No Waiver by Collateral Agent. Collateral Agent shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be made in writing and signed by Collateral Agent (acting at the written direction of the Required Secured Creditors). No delay or omission on the part of Collateral Agent in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any occasion shall not be construed as a bar to or a waiver of any right or remedy on any future occasion. All rights and remedies of Collateral Agent with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, may be exercised by Collateral Agent (acting at the written direction of the Required Secured Creditors), shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Collateral Agent (acting at the written direction of the Required Secured Creditors) deems expedient.

6.10 Waivers by City. To the extent permitted by applicable law, City hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description.

6.11 Marshalling. **TO THE EXTENT THAT IT LAWFULLY MAY, CITY**

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HEREBY AGREES THAT IT WILL NOT INVOKE ANY LAW RELATING TO THE MARSHALLING OF COLLATERAL WHICH MIGHT CAUSE DELAY IN OR IMPEDE THE ENFORCEMENT OF COLLATERAL AGENT'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR UNDER ANY OTHER INSTRUMENT CREATING OR EVIDENCING ANY OF THE OBLIGATIONS OR UNDER WHICH ANY OF THE OBLIGATIONS IS OUTSTANDING OR BY WHICH ANY OF THE OBLIGATIONS IS SECURED OR PAYMENT THEREOF IS OTHERWISE ASSURED, AND, TO THE EXTENT THAT IT LAWFULLY MAY, CITY HEREBY IRREVOCABLY WAIVES THE BENEFITS OF ALL SUCH LAWS.

Section 7. Miscellaneous.

7.01 Notices. Except as otherwise expressly provided herein, all notices, consents and waivers and other communications made or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand, mailed by registered or certified mail or prepaid overnight air courier, or by facsimile communications, addressed to the relevant party as provided below their signatures to this Agreement or at such other address for notice as City or Collateral Agent shall last have furnished in writing to the Person giving the notice. A notice addressed as provided herein that (i) is delivered by hand or overnight courier is effective upon delivery, (ii) that is sent by facsimile communication is effective if made by confirmed transmission at a telephone number designated as provided herein for such purpose, and (iii) that is sent by registered or certified mail is effective on the earlier of acknowledgement of receipt as shown on the return receipt or three (3) Business Days after mailing.

7.02 No Waiver. No failure on the part of the Collateral Agent to exercise, and no course of dealing with respect to, and no delay in exercising, any right or power hereunder shall operate as a waiver thereof.

7.03 Amendments. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by City and Collateral Agent.

7.04 Expenses. If City fails to do so, Collateral Agent may, upon receipt from the Required Secured Creditors of written direction and such sums as may be necessary in connection therewith, discharge taxes and any other Liens or encumbrance at any time levied or placed on any of the Collateral. City agrees to reimburse Collateral Agent on demand for any such expenditures made by Collateral Agent, and the Collateral Agent promptly upon receipt thereof shall remit such reimbursed sums to the Required Secured Creditors. For the avoidance of doubt, it is expressly understood and agreed that the Collateral Agent shall not use or expend its own funds in connection with such taxes, Liens or encumbrances. Collateral Agent shall have no obligation to make any such expenditure nor shall the making thereof be construed as a waiver or cure of any Event of Default. City agrees to reimburse Collateral Agent (as such and in its individual capacity) for all reasonable costs and expenses incurred by it (including the reasonable fees and expenses of legal counsel) in connection with (i) the performance by Collateral Agent of its duties under this Agreement, the Intercreditor Agreement or the Control Agreements, (x) protecting, defending or asserting rights and claims of the Collateral Agent in respect of the Collateral, (y) litigation relating to the Collateral, and (z) workout, restructuring or other

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negotiations or proceedings, and (ii) the enforcement of this Section 7.04, and all such reasonable costs and expenses shall be Obligations entitled to the benefits of the collateral security provided pursuant to Section 2.

7.05 Duty of Care; Earnings. Collateral Agent shall have no duty or obligation with respect to the Collateral except for its contractual obligations under this Agreement, the Intercreditor Agreement or the Control Agreements. The Collateral Agent shall have no duty or obligation as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against any Person, beyond the safe custody of any Collateral in the Collateral Agent's possession or control. Without limiting the generality of the foregoing, Collateral Agent shall have no duty (a) other than to instruct City as set forth in Section 4.05 hereof, to see to any recording or filing of any financing statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing, (b) to see to the payment or discharge of any tax, assessment or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against any part of the Collateral, (c) to confirm or verify the contents of any reports or certificates delivered to Collateral Agent believed by it to be genuine and to have been signed or presented by the proper party or parties, or (d) to ascertain or inquire as to the performance of observance by any other Person of any representations, warranties or covenants. Collateral Agent may require an officer's certificate or an opinion of counsel before acting or refraining from acting, and Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on an officer's certificate or an opinion of counsel.

7.06 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of City, the Secured Creditors, and the Collateral Agent (provided that City shall not assign, transfer or delegate its rights or obligations hereunder without the prior written consent of Collateral Agent) and Collateral Agent shall only transfer or assign its rights hereunder in connection with a resignation or removal from its capacity as Collateral Agent in accordance with the terms of the Intercreditor Agreement). This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect in accordance with Section 7.12, and be binding upon City, its successors and assigns, and inure, together with the rights of Collateral Agent hereunder, to the benefit of the Collateral Agent and its successors, transferees and assigns.

7.07 Counterparts. This Agreement and any related amendment or waiver may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. A facsimile of a signature page hereto shall be as effective as an original signature.

7.08 GOVERNING LAW; JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW OF SUCH STATE. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT

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OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE BROUGHT IN THE COURTS OF THE UNITED STATES OF AMERICA FOR THE CENTRAL DISTRICT OF CALIFORNIA IN LOS ANGELES COUNTY OR, IF SUCH COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, THE COURTS OF THE STATE OF CALIFORNIA IN LOS ANGELES COUNTY AND HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS NOTICE ADDRESS APPLICABLE TO THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING.

7.09 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS.

7.10 CONSENT TO INJUNCTIVE RELIEF. WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES THAT COLLATERAL AGENT MAY HAVE, CITY ACKNOWLEDGES THAT ITS VIOLATION OF SECTION 5.01 WOULD RESULT IN IRREPARABLE INJURY TO COLLATERAL AGENT FOR WHICH NO ADEQUATE REMEDY AT LAW WOULD BE AVAILABLE. ACCORDINGLY, CITY HEREBY (I) CONSENTS TO THE ENTRY OF AN IMMEDIATE EX-PARTE INJUNCTION, TEMPORARY RESTRAINING ORDER, AND/OR PERMANENT INJUNCTION TO ENFORCE THE PROVISIONS OF SECTION 5.01, IN ADDITION TO ANY OTHER REMEDIES AVAILABLE AT LAW OR IN EQUITY AND (II) WAIVES ANY DEFENSE THAT ADEQUATE REMEDIES ARE AVAILABLE AT LAW AND ANY REQUIREMENT THAT A BOND OR ANY OTHER SECURITY BE POSTED IN CONNECTION WITH THE ENTRY OF ANY RESTRAINING ORDER OR INJUNCTION.

7.11 Captions. The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

7.12 Termination. Unless earlier terminated in writing by the parties hereto, this is a continuing security agreement and the grant of a security interest under this Agreement shall remain in full force and effect and all the rights, powers and remedies of Collateral Agent hereunder shall continue to exist until: (a) the Obligations are paid in full as the same becomes due and payable; (b) the PPA Providers have no further obligation to deliver products or render services (including credit support services) to, or on behalf of, City; (c) City has no further obligations to

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the PPA Providers under any of the Transaction Agreements; and (d) the PPA Providers, upon request of City, have executed and delivered to each of City and the Collateral Agent a written termination statement, and Collateral Agent has reassigned to City, without recourse, the Collateral and all rights conveyed hereby and returned possession of the Collateral to City. Furthermore, it is contemplated by the parties that there may be times when no Obligations are owing; but notwithstanding such occurrences, unless the PPA Providers have executed a written termination under clause (d) above, this Agreement shall remain valid and shall be in full force and effect as to subsequent Obligations, provided Collateral Agent has not executed a written agreement terminating this Agreement. This Agreement shall continue irrespective of the fact that the liability of any other obligor may have ceased, or irrespective of the validity or enforceability of the Transaction Agreements, to which any other obligor may be a party, and notwithstanding the reorganization or bankruptcy of City, or any other event or proceeding affecting City or any other obligor. At City's request, Collateral Agent shall, at City's reasonable expense, instruct Depositary Bank to release all assets credited to the Deposit Accounts to City, and Collateral Agent shall also execute such other documentation as shall be reasonably requested by City to effect the termination and release of the liens on the Collateral, including notice to SCE that the Direction Letter is terminated.

7.13 Severability. The provisions of this Agreement are intended to be severable. If for any reason any of the provisions of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions thereof in any jurisdiction.

7.14 Disclosure of Information. City hereby consents to the disclosure by any PPA Provider or Collateral Agent of any information provided by or relating to City as may be required or reasonably necessary for the administration of this Agreement, the Intercreditor Agreement or the Control Agreements, or the enforcement or protection of any of the rights of the Collateral Agent or the PPA Providers hereunder.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as an instrument under seal by their authorized representative as of the date first written above.

CITY OF HANFORD,
as Pledgor

By:
Name: Darrel Pyle
Title: City Manager

Attachment: Hanford Security Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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Notice Address:
City of Hanford
Attention: Contract Administration
315-321 North Douty Street
Hanford, CA 93230
Fax: (559) 582-1152

RIVER CITY BANK

not in its individual capacity, but
solely as Collateral Agent

By:
Name:
Title:

River City Bank
2485 Natomas Park Dr.
Sacramento, CA 95833
Attention: Cash Management
Fax: 916-567-2799

Attachment: Hanford Security Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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Exhibit A

Form of Distribution Date Certificate

The undersigned, [INSERT NAME], the [INSERT NAME OF OFFICE HELD] of Hanford (“**City**”), hereby certifies, on behalf of City in such capacity and not in its individual capacity, with reference to that certain Security Agreement dated as of _____, 2019 (capitalized terms used herein shall have the same meaning as set forth in the Security Agreement) between City and _____, as collateral agent (“**Collateral Agent**”), to Collateral Agent as follows:

This certificate is being delivered to Collateral Agent on or before the date that is three (3) Business Days before the Distribution Date of [_____, 20__].

No Event of Default exists as of the date of this certificate and City does not anticipate that an Event of Default will exist as of the Distribution Date set forth in paragraph 1 above.

The funds that are on deposit in the Lockbox Account shall be disbursed on the Distribution Date as follows:

1. [To [INSERT NAME OF APPLICABLE PPA PROVIDER], for payment of its Regular Charges, an aggregate amount equal to [_____] Dollars (\$_____)];
[Include this paragraph for each PPA Provider]
2. [To [INSERT NAME OF APPLICABLE PPA PROVIDER], for payment of any Supplemental Payment owing in an aggregate amount equal to [_____] Dollars (\$_____)]; [Include this paragraph for each PPA Provider]
3. To CCEA in payment of any amounts owing to CCEA under that certain Administrative Services Agreement between CCEA and City;
4. To Collateral Agent, in respect of Collateral Agent’s reasonable out-of-pocket fees and expenses incurred under the Security Agreement or the Intercreditor Agreement that have been invoiced to City, an aggregate amount equal to [_____] Dollars (\$_____); and
5. The remaining funds, if any, that are on deposit, after retention of the Reserve Amount are to be disbursed to City into the account designated by City.

[Signatures on following page]

Attachment: Hanford Security Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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I hereby certify, on behalf of _____ and not in my individual capacity, that this Distribution Date Certificate is true and complete in all material respects.

By: _____

Name: _____

Title: _____

Date: _____

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Exhibit B

Form of Direction Letter

City of Hanford, a California municipal corporation and general law city,
d/b/a [Name of CCA Program],
315-321 North Douty Street, Hanford, CA 93230

DIRECTION LETTER**VIA EMAIL AND U.S. MAIL**

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770
Email: ccasvcs@sce.com

_____, 2019

RE: [Name of CCA Program] Direction Letter

Attached please find the Accounts Payable Electronic Funds Transfer Enrollment Form, dated as of _____, 2019 (the "**Payment Instruction**"), executed by the City of Hanford ("City") as respecting its [Name of CCA Program] program and instructing SCE to initiate credit entries to account number _____, which account is held at River City Bank, a California corporation.

By the Payment Instruction and this Direction Letter, we are hereby providing SCE with written notice that we wish SCE to initiate credit entries to the above-referenced account. The payment instructions set forth in this letter may only be amended upon the joint instruction of the City and River City Bank, not in its individual capacity, but solely as collateral agent.

If you have any questions regarding the Payment Instruction or this Direction Letter, please contact me, _____, at (____) ____-____.

Very truly yours,

CITY OF HANFORD

By: _____

Name: Darrel Pyle

Title: City Manager

Attachment: Hanford Security Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

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cc: Stephen Hall, Hall Energy Law PC

Attachment: Hanford Security Agreement_Draft 2019 0412 (Admin: CCEA Resolution)

**CONFIDENTIAL DRAFT
FOR DISCUSSION ONLY**

**ADMINISTRATIVE SERVICES AGREEMENT
(CITY OF HANFORD),**

**Dated as of _____, 2019
between**

**CALIFORNIA CHOICE ENERGY AUTHORITY,
as Provider,**

and

**CITY OF HANFORD,
as Customer**

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

**CONFIDENTIAL DRAFT
FOR DISCUSSION ONLY**

**ADMINISTRATIVE SERVICES AGREEMENT
(CITY OF HANFORD)**

This ADMINISTRATIVE SERVICES AGREEMENT (CITY OF HANFORD) (this “**Agreement**”), dated as of _____, 2019 (the “**Effective Date**”), is between California Choice Energy Authority, a California joint powers authority (“**Provider**”), and City of Hanford, a municipal corporation and general law city organized and operating under the laws of the State of California (“**Customer**”). Provider and Customer are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

R E C I T A L S

WHEREAS, pursuant to California Public Utilities Code (the “**Code**”) Sections 366.1, *et. seq.*, Customer has been registered as a “community choice aggregator” (“**CCA**”) (as defined in the Code), which has been established for the purpose of delivering community choice aggregation services to certain customers located within its boundaries;

WHEREAS, pursuant to Code Section 366.2, Customer submitted its implementation plan detailing the process and consequences of community choice aggregation, and its statement of intent to establish electrical load aggregation, to the California Public Utilities Commission (the “**CPUC**”);

WHEREAS, pursuant to Code Section 366.2, a community choice aggregator may enter into agreements for services to facilitate the sale and purchase of electricity and other related services;

WHEREAS, Provider has also been registered as a CCA and has expertise and knowledge in the management and administration of community choice aggregation programs and maintains business relationships with multiple energy suppliers;

WHEREAS, due to Provider’s expertise and knowledge, Customer wishes to engage Provider as an independent contractor, during the Term of this Agreement, for the purpose of facilitating the purchase and sale of electricity and other related services on behalf of Customer and for performing certain other duties and services on the terms and conditions set forth herein;

WHEREAS, Provider is willing to perform such duties and services for Customer on the terms and conditions set forth herein for a fee;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions.

As used in this Agreement, all capitalized terms shall have the respective meanings given to them in this Agreement and in Exhibit A (Schedule of Definitions).

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1.2 Construction.

All references herein to an agreement shall be to this Agreement as amended, supplemented or modified from time to time. All references to a particular entity shall include a reference to such entity's successors and permitted assigns. The words "herein," "hereof" and "hereunder" and other words of similar import shall refer to this Agreement as a whole, including all appendices, annexes, exhibits and schedules, and not to any particular section or subsection of this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter genders. The words "includes" or "including" shall be deemed to be followed by the words "without limitation." All references to statutes and related regulations shall include any amendments of the same and any successor statutes and regulations. All exhibits and schedules to this Agreement are hereby incorporated herein by reference, including the following:

- (i) Exhibit A – Schedule of Definitions
- (ii) Exhibit B – Scope of Work
- (iii) Exhibit C – Fixed Fee Rate, Reimbursable Expenses and Notice Address
- (iv) Exhibit D – Authorization Documents
- (v) Exhibit E – Customer Approval Procedures
- (vi) Exhibit F – Form of Authorized Officer Approval
- (vii) Exhibit G – Joint Exercise of Powers Agreement and Amendments Thereto

**ARTICLE 2
ENGAGEMENT OF PROVIDER**

2.1 Engagement of Provider.

Customer hereby engages Provider as an independent contractor to perform certain administration, energy procurement, contract negotiation, contract administration, and resource planning services (as such Services are described herein) on behalf of Customer in connection with Customer's CCA program, and to perform certain other duties, all as set forth in this Agreement. In consideration of the fees and cost reimbursements payable to Provider hereunder, Provider accepts such engagement and agrees to perform the Services in accordance with the terms and conditions hereof.

2.2 Relationship.

(a) Provider shall act as an independent contractor of Customer with respect to the performance of its obligations hereunder. Neither Provider nor its Affiliates, employees or Subcontractors (including Provider's legal counsel) or the employees of any such parties engaged in connection with the Services shall be deemed to be an agent, representative, employee, or servant of Customer. This Agreement is not intended to create, and shall not be construed to create, a relationship

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of partnership or an association of profit between Customer and Provider. Provider is not admitted to practice law in any jurisdiction, and will not provide legal advice to Customer in connection with the performance of the Services. Provider is not licensed as a provider of accounting services, does not hold any certifications required to be held by those providing accounting services, and will not provide any services that require such licensing and certification. Provider is not licensed as a financial advisor, financial manager, insurance advisor, or insurance broker.

(b) In the unanticipated event that Provider or any employee, agent, or subcontractor of Provider providing Services hereunder claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (“PERS”), to be eligible for enrollment in PERS as an employee of the Customer, Provider shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

(c) Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing Services hereunder shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by Customer, including but not limited to eligibility to enroll in PERS as an employee of Customer and entitlement to any contribution to be paid by Customer for employer contribution and/or employee contributions for PERS benefits.

2.3 Engagement of Third Parties.

Provider may, subject to the other provisions of this Agreement, engage such Persons as it deems reasonably necessary and appropriate for the purpose of performing or carrying out any of the Services or its obligations under this Agreement; provided, however, that no such engagement shall relieve Provider of any of its obligations or liabilities under this Agreement, including those set forth in Article 7; and provided further, that, except as provided herein, Provider’s use of such Persons shall not modify or increase the compensation payable to Provider pursuant to Article 5. Except as expressly set forth herein, nothing in this Agreement shall be construed to create any contractual relationship between any such Person (including Provider’s legal counsel) and Customer.

ARTICLE 3 TERM AND RENEWAL

3.1 Term.

(a) Unless earlier terminated in accordance with Article 8, the term of this Agreement shall commence on the Effective Date and shall continue for a period equal to the longer of (i) three (3) years from the Effective Date (as defined under the Original Agreement), or (ii) the longest term of any Energy Contract that Provider has entered into on behalf of Customer (the “**Base Term**”), and the performance of all obligations under such Energy Contract, (as such period may be extended pursuant to Section 3.1(b), the “**Term**”).

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(b) Unless sooner terminated as set forth in Article 8, at the expiration of the Base Term, the term of this Agreement shall be automatically extended until such time as a Party provides written notice to the other Party that it elects to terminate this Agreement pursuant to Article 8 (such written notice, a “**Termination Notice**”). Following receipt by such other Party of a Termination Notice, this Agreement shall terminate as set forth in Section 8.4.

(c) For purposes of greater clarity, the definition of “Term” shall include the Base Term and the renewal term of this Agreement as set forth in Section 3.1(b).

**ARTICLE 4
DUTIES OF PROVIDER**

4.1 Services.

During the Term, Provider shall perform the administration, energy procurement, contract negotiation, contract administration, resource planning services and other services identified in the Scope of Work set forth in Exhibit B hereto or as otherwise agreed to by the Parties pursuant to the terms hereof (the “**Services**”). The Services shall be comprised of those services identified in the Scope of Work Exhibit as “Fixed Fee Services” (collectively, the “**Fixed Fee Services**”) and those services to be performed on behalf of Customer and identified in the Scope of Work Exhibit as “Reimbursable Services” (collectively, the “**Reimbursable Services**”).

4.2 General Operating Standards.

Provider shall perform the Services in a good, workmanlike, and commercially reasonable manner in accordance with the requirements of this Agreement and Applicable Laws. Provider shall use commercially reasonable efforts to cause the Services to be planned and performed in a timely and cost-effective manner. Provider shall fully cooperate with Customer with respect to the requirements relating to applicable provisions of the Authorization Documents that relate to the tasks to be completed by Customer on or before the date requested by Customer.

4.3 Personnel.

Provider’s administration personnel as a group, including any Persons engaged by Provider pursuant to Section 2.3, shall be qualified in administering services related to community choice aggregation programs, possess any certification(s) or license(s) necessary or required by law to perform the service, and experienced in the duties to which they are assigned.

**ARTICLE 5
FEES AND COST REIMBURSEMENT**

5.1 Fixed Fees.

(a) As compensation for performing the Fixed Fee Services, Customer shall pay Provider a monthly fee during the Term (the “**Fixed Fee**”). The “**Fixed Fee Rate**” identified on Exhibit C is the estimated initial amount of the Fixed Fee, which shall be adjusted based upon the actual number of enrollments and then adjusted thereafter pursuant to Section 5.1(b). The Fixed Fee shall reflect Customer’s share of the costs of the Fixed Fee Services, which shall be determined based on the pro-rata share of Customer’s Bundled Load compared to the aggregate Bundled Load for all Provider’s

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members, determined each fiscal year by Provider. The Fixed Fee is payable in accordance with Section 5.3 and does not include amounts payable under Energy Contracts or the Security Documents.

(b) The Fixed Fee shall be adjusted automatically as follows:

(i) No later than July 1, 2021 Provider may, on a one time basis, update the Fixed Fee Services amount to reflect actual costs incurred or expected to be incurred in providing the Fixed Fee Services, subject to providing prior written notice and supporting written documentation to Customer and a cap of five percent (5%) on any increase to Customer's then current Fixed Fee;

(ii) Commencing on July 1, 2022, and every July 1 thereafter during the Term of this Agreement, Provider may increase the Fixed Fee to reflect reasonable cost increases incurred by Provider in providing the Fixed Fee Services up to, but not in excess of, three percent (3%) of the Fixed Fee amount applicable to the immediately preceding fiscal year, subject to providing prior written notice and supporting written documentation to Customer; and

(iii) Within ninety (90) days after a change in membership of Provider, Provider shall recalculate the Fixed Fee based on the then current amount of Fixed Fee Services and the recalculated Fixed Fee shall be applied and payable on a prospective basis.

Any requests to increase the Fixed Fee above the three percent (3%) amount allowed in 5.1(b)(ii) will be subject to the prior written approval of Customer, which the Customer may refuse to grant in its reasonable discretion. If Customer does not approve such a request, however, Provider reserves the right to review and adjust the scope of Services in a reasonable manner to compensate for any unapproved Fixed Fee increases.

5.2 Reimbursable Expenses. During the Term, Customer shall reimburse Provider for the expenses actually incurred by Provider in connection with the performance of the Reimbursable Services described in Paragraph B in the Scope of Work (the "**Reimbursable Expenses**").

(a) The Reimbursable Expenses shall be allocated to Customer as follows:

(i) Data management fees will be allocated to Customer on the basis of the Customer's total number of electric service accounts multiplied by the per account maintenance fee invoiced by the Data Management service provider.

(ii) Fees and costs for Professional Services and Legal Services incurred in performance of the Reimbursable Services for the benefit of Provider's members generally will be allocated among all Provider members (including Customer) on an equal basis.

(iii) Fees and costs for Professional Services, Legal Services, and Supplemental Procurement Services incurred solely on behalf of Customer will be directly assigned to and payable by Customer.

(b) The Reimbursable Expenses incurred by Provider shall be invoiced and payable as set forth in Section 5.3.

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5.3 Invoicing and Payment Procedures.

(a) Except as required by Section 5.3(c) below, the Fixed Fee and the Reimbursable Expenses shall be payable for each month not later than thirty (30) days following receipt of a Payment Invoice (each such date, a “**Payment Date**”) and shall be prorated for any partial monthly period at the beginning and end of the Term, with such prorations based on a thirty (30) day calendar month. Invoiced amounts will be paid by wire transfer of immediately available funds to Provider at an account designated in writing by Provider. Notwithstanding the foregoing, the Parties may agree to a different payment due date for the Supplemental Procurement Services portion of the Reimbursable Expenses.

(b) Provider shall submit invoices to Customer at least ten (10) Business Days prior to the relevant Payment Date for the Fixed Fee and Reimbursable Expenses that are due and payable on such Payment Date. Invoices (“**Payment Invoice**”) by Provider shall be sent to Customer at the address(es) set out in Exhibit C.

(c) Once Customer has maintained a positive cash flow for three (3) consecutive months, Provider may submit invoices to Customer and to the collateral agent for payment from the lockbox account established pursuant to the Security Documents not less than ten (10) Business Days prior to the relevant Payment Date for the Fixed Fee and Reimbursable Expenses that are due and payable on such Payment Date. The terms and conditions for payment of any Payment Invoice to be paid from the lockbox account shall be governed by the Security Documents.

(d) Either Party may, in good faith, dispute the correctness of any invoice, bill, charge, or any adjustment to an invoice, rendered under this Agreement, or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, bill, charge, or adjustment to an invoice, was rendered. If a Payment Invoice or portion thereof, or any other claim or adjustment arising thereunder, is disputed, payment of the undisputed portion of the Payment Invoice shall be required to be made when due, with written notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount (the “**Disputed Payment**”) shall not be required until the dispute is resolved. The Parties shall use commercially reasonable efforts to resolve the Disputed Payment within ten (10) Business Days of receipt of the notice of the Disputed Payment. Once the Parties agree on a resolved payment amount (the “**Resolved Payment Amount**”), Provider shall cause the next monthly Payment Invoice to reflect a credit or charge, as appropriate, based on the resolution of the payment dispute, in the amount of the Resolved Payment Amount. In the event the Parties are unable to resolve a payment dispute within ten (10) Business Days, the lesser amount shall be deemed due payable unless and until a different amount is identified following conclusion of the dispute resolution provisions in Article 12, or a court of competent jurisdiction orders otherwise.

5.4 Records and Audits.

(a) Except as otherwise required by Applicable Laws, Provider shall keep books and records in accordance with generally accepted accounting principles with respect to Services performed for a period of three (3) years after the applicable creation date of such book or record; or any such longer period as may be required by law.

(b) Upon no less than seventy-two (72) hours’ notice to Provider, Provider shall make such books and records related to the Services available for inspection and audit by Customer or its designated agents at Customer’s expense during Regular Work Hours and at the office where such

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books and records are kept; provided that Provider's company software, books and records not directly related to this Agreement shall not be subject to inspection or audit.

(c) If any such inspection or audit discloses that any error has occurred and that, as a result thereof, any overpayment or any underpayment has occurred, the amount thereof shall promptly be paid with interest at the rate set forth in Section 5.5 to the Party to whom it is owed by the other Party; provided that Provider or Customer, as applicable, shall only be liable for any amounts hereunder that relate to a period within twelve (12) months of the date of the inspection or audit conducted by Customer.

5.5 Past Due Amounts.

Any amounts due under this Agreement, if not timely paid by the Party from whom they are due, shall bear interest at the per annum rate equal to the Prime Rate (as published in The Wall Street Journal) plus one and one-half percent (1.5%), prorated on the basis of a 365-day year (or such lower rate as is the maximum rate permitted by Applicable Law) from the date that such amount was due and payable (taking into account any grace period herein provided) until the time that such amount is paid.

**ARTICLE 6
REPRESENTATIONS AND WARRANTIES; COVENANTS**

6.1 General Representations and Warranties.

Each Party, for itself only, hereby represents and warrants to the other Party hereto, as of the date hereof, that:

(a) It is an entity duly organized, validly existing and in good standing under the applicable laws of the jurisdiction in which it was formed.

(b) It has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder (including with respect to any indemnity obligations hereunder), and the execution, delivery and performance hereof do not and will not contravene any Applicable Law, or any order of any court or Governmental Authority or agency applicable to or binding on it or any of its properties, or contravene the provisions of, or constitute a default under, its organizational documents or any indenture, mortgage, contract or other agreement or instrument to which it is a party or by which it or any of its property is bound or affected.

(c) This Agreement has been duly authorized by all necessary actions on the part of such Party and the execution, delivery and performance by such Party of this Agreement do not require any approval not already obtained by it or any approval or consent not already obtained of any trustee or holders of indebtedness or obligations of such Party.

(d) No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority or regulatory body is required for the due execution, delivery or performance by such Party of this Agreement.

(e) The execution, delivery and performance of this Agreement have been duly authorized by all requisite entity actions.

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(f) The person signing this Agreement is authorized to execute this Agreement on behalf of, and to bind, the applicable Party.

(g) Assuming the due authorization, execution and delivery of this Agreement by the other Parties hereto, this Agreement constitutes its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent such enforceability is limited by bankruptcy, insolvency, moratorium or similar laws affecting or relating to the enforcement of creditors' rights generally and by general equitable principles (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(h) There are no pending or, to such Party's knowledge, threatened actions or proceedings against such Party before any court or administrative agency which would materially adversely affect such Party's ability to perform its obligations hereunder.

6.2 Additional Customer Representations and Warranties.

(a) Delegation of Authority and Authorization Documents. Customer has taken and performed all acts necessary, and has received all necessary authorizations, approvals or other actions required by, and has made all necessary filings with, any Governmental Authority that is required for the (i) delegation of authority to Provider as contemplated hereby (ii) filing with Provider an executed counterpart of the JPA and (iii) adoption of a resolution of its governing body approving the JPA and the execution and delivery thereof. The Authorization Documents represent a true, complete and accurate list of all such necessary authorizations, approvals, actions and filings and Customer has provided true, complete and accurate copies of the Authorization Documents to Provider as of the Effective Date. Other than the Authorization Documents, there are no other authorizations, approvals, filings or other actions required for Customer to enter into this Agreement, perform its obligations hereunder and delegate authority to Provider to perform the Services.

(b) Security Documents and Ancillary Documents. Subject to Provider's compliance with the Customer Approval Procedures and, in connection with any Energy Contract entered into on behalf of Customer, Provider is authorized to (i) enter into Energy Contracts on behalf of Customer, (ii) grant to the counterparties to any such Energy Contracts a first priority security interest in any amounts received from the Utility, Customer or the end-users in Customer's territory pursuant to such Energy Contracts (as contemplated in the Security Documents), (iii) arrange for any funds received from the Utility, Customer or such end-users in connection with such Energy Contracts to be deposited into a lockbox account pledged to the counterparties to any such Energy Contract and be paid to any such counterparties in accordance with the terms and conditions of such Energy Contracts and the Security Documents, and (iv) enter into any needed ancillary documentation required in connection with the execution, performance or administration of the Energy Contracts, the Security Documents or in connection with the provision of the Services.

(c) Authorized Officer. Customer has designated the Authorized Officer to approve Provider's execution of Energy Contracts as set forth in and subject to the Customer Approval Procedures, on behalf of Customer, for the purchase of energy and renewable energy and Customer has authorized the Authorized Officer to provide any such approval in the form attached hereto as Exhibit F. Upon receipt of the Authorized Officer's approval of any Energy Contract or other action, Provider is authorized to enter into such Energy Contract or perform such action on behalf of Customer.

6.3 Customer Covenants. Customer covenants and agrees as follows:

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(a) Authorizing Documents. Customer shall maintain the Authorization Documents in full force and effect throughout the Term and shall immediately inform Provider of any change to the identity of the Authorized Officer hereunder or to the Authorization Documents that may affect the ability of Provider to perform its obligations hereunder.

(b) Collateral Agent's Determinations. In performing the Services hereunder, Provider may rely upon the authorizations and instructions received from the Authorized Officer (if such authorization is required pursuant to the Customer Authorization Procedures) and may rely on the accuracy of the Customer Approval Procedures. Provider shall have no liability to Customer for actions taken in reliance on authorizations or instructions received by the Authorized Officer or in compliance with the Customer Approval Procedures. Until such time as Customer instructs Provider in writing that an individual is no longer an "Authorized Officer" hereunder, Provider shall have no duty to inquire as to the authority of such Authorized Officer to provide the authorizations or instructions in connection with the Services. In the event that Provider is at any time unsure as to the identity of the Authorized Officer hereunder, Provider may request written instructions from Customer as to the course of action to be adopted by Provider and Provider shall be entitled to conclusively rely upon such written instructions without liability to Customer or any other Person.

(c) Data Access. If requested by Provider, Customer shall assist Provider in obtaining information regarding Customer's end-users from the Utility, including the number of end-user customers that form part of Customer's community choice aggregation program, the energy consumption, load shapes and usage data of such end-users and the proportional share of such end-users in Customer's territory.

(d) Customer Rates. Customer shall establish and maintain end-user customer rates designed to generate revenues sufficient to satisfy the overall revenue requirement for Customer, including timely payment of all Customer's obligations under this Agreement, all Energy Contracts and the Security Documents.

6.4 Response Time.

(a) Customer Response Time.

(i) In all circumstances where Provider requests the approval, consent or cooperation of Customer to any action (or inaction) hereunder, Customer shall consider and respond to such request with reasonable promptness as is feasible under the circumstances.

(ii) Provider will exercise commercially reasonable efforts to provide as much advance notice of such request as is reasonable given the prevailing circumstances and the nature of the matters for which a response is requested.

(iii) If Provider is prevented from performing its obligations under this Agreement as the result of an unreasonable delay on the part of Customer to provide a required response required pursuant hereto, then Provider's obligations hereunder shall be excused until such time as Customer provides its required response.

(b) Provider Response Time.

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(i) With respect to the provision of the Services, Provider shall promptly respond to any request or direction from or on behalf of Customer and to any event that requires action by Provider pursuant to this Agreement within the time frame by which such response is required hereunder.

**ARTICLE 7
INDEMNIFICATION**

7.1 Indemnification by Provider.

(a) Subject to Section 7.1(b), Provider shall defend, indemnify and hold harmless each Customer Indemnified Party from and against any and all Claims incurred or asserted against such Customer Indemnified Party arising out of or otherwise in connection with Provider's gross negligence, bad faith, recklessness or willful misconduct in connection with the performance of the Services hereunder, including any Claims relating to any liability resulting from any violation of or noncompliance with any Applicable Law to be complied with by Provider hereunder. Provider's obligations under this paragraph shall include all costs (including but not limited to attorneys fees) incurred in performing the same. Customer may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; provided, if counsel is employed because Provider does not assume control of the defense, Provider will bear the reasonable expenses of Customer's counsel.

(b) Notwithstanding anything to the contrary in the foregoing, Provider shall not be required to defend, indemnify or hold harmless any Customer Indemnified Party from and against, and no Customer Indemnified Party shall be exculpated from, any Claims to the extent such Claims (i) are caused by or arise from the breach of this Agreement by Customer or the gross negligence, bad faith, recklessness or willful misconduct of such Customer Indemnified Party; (ii) relate to changes to the market rate for electricity, including the fact that, from time to time, negotiated rates under Energy Contracts entered into by Provider on behalf of Customer may be higher than rates charged by the Utility, (iii) relate to defaults under the Energy Contracts that are not caused by Provider's gross negligence, bad faith, recklessness or willful misconduct, or (iv) are the result of a change in governmental regulation or a change in Applicable Law.

7.2 Indemnification by Customer.

(a) Subject to Section 7.2(b), Customer shall defend, indemnify and hold harmless each Provider Indemnified Party from and against any and all Claims incurred or asserted against such Provider Indemnified Party arising out of or otherwise in connection with this Agreement and/or Provider's entry into any Energy Contract on behalf of Customer or the end-users in Customer's territory, including any Claims resulting from (i) the failure of Customer (or the end-users in its territory) to make payments with respect to an Energy Contract, or (ii) a default by Provider under any Energy Contract entered into pursuant hereto that is the result of an act or omission of Customer. Customer's obligations under this paragraph shall include all costs (including but not limited to attorneys fees) incurred in performing the same. Provider may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; provided, if counsel is employed because Customer does not assume control of the defense, Customer will bear the reasonable expenses of Provider's counsel.

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(b) Notwithstanding anything to the contrary in the foregoing, Customer shall not be required to defend, indemnify or hold harmless any Provider Indemnified Party from and against, and no Provider Indemnified Party shall be exculpated from, any Claims to the extent caused by or arising from the breach of this Agreement by Provider or the gross negligence, bad faith, recklessness or willful misconduct of such Provider Indemnified Party.

7.3 Indemnification Procedure.

(a) After receipt by an Indemnified Party of notice of the commencement of any Claim that is indemnifiable by Provider under Section 7.1 or Customer under Section 7.2 (as applicable, in such capacity, the “Indemnifying Party”), such Indemnified Party shall give prompt written notice to the relevant Indemnifying Party of the commencement thereof. The failure to promptly notify such Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to any Indemnified Party with respect to such action; provided that, to the extent that any such failure to provide prompt notice is responsible for an increase in the indemnity obligations of the Indemnifying Party, the Indemnifying Party shall not be responsible for any such increase.

(b) When required to indemnify an Indemnified Party in accordance with this Article 7, the relevant Indemnifying Party shall assume on behalf of such Indemnified Party and conduct with due diligence and in good faith the defense of any Claim against such Indemnified Party, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall cooperate with the Indemnifying Party in such defense.

(c) The Indemnifying Party shall have charge and direction of the defense and settlement of such Claim; provided, however, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party’s right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such Claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the employment of counsel by such Indemnified Party has been authorized in writing by the Indemnifying Party, (ii) the Indemnified Party shall have reasonably concluded that there exists a material conflict of interest between the Indemnifying Party and such Indemnified Party in the conduct of the defense of such Claim (in which case the Indemnifying Party shall not have the right to control the defense or settlement of such Claim on behalf of such Indemnified Party) or (iii) the Indemnifying Party shall not have employed counsel to assume the defense of such Claim within a reasonable time after notice of the commencement thereof. In each of such cases the reasonable fees and expenses of counsel shall be at the expense of the Indemnifying Party.

(d) The Indemnifying Party shall obtain the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed) before entering into a settlement of or ceasing to defend such claim or action if, pursuant to or as a result of such settlement or cessation, injunctive or equitable relief or other non-monetary relief, remedy or arrangement will be imposed against the Indemnified Party or if the Indemnifying Party will not fully pay or satisfy all amounts payable with respect to such proceeding or settlement. In no event shall the Indemnifying Party be required to indemnify an Indemnified Party with respect to amounts paid in settlement of a claim unless such claim was settled with the consent of the Indemnifying Party.

7.4 Limitations of Liability.

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(a) Total Limitation of Liability. Except for amounts payable as provided in Section 7.1 (Indemnification by Provider) and Section 2.2(b), and except for amounts payable as a result of any reckless, willful or criminal conduct by Provider or its Affiliates or any of their employees, agents, officials, Subcontractors or independent contractors, Provider's total liability under this Agreement to Customer Indemnified Parties on all Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services covered by or furnished during the Term of this Agreement shall with respect to any fiscal year in no case exceed one hundred percent (100%) of the value of the Fixed Fee payable in such fiscal year. Similarly, except for amounts payable as provided in Section 7.2 (Indemnification by Customer), Customer's total liability under this Agreement to Provider Indemnified Parties on all Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services covered by or furnished during the Term of this Agreement shall with respect to any fiscal year in no case exceed one hundred percent (100%) of the value of the Fixed Fee payable in such fiscal year.

(b) No Liability for Energy Contracts. Customer acknowledges that Provider will be entering into Energy Contracts on behalf of Customer and the end-users in Customer's territory. Customer acknowledges and agrees that neither Provider nor any member of Provider shall be liable for the amount of any shortfall between the payments due to the counterparty under such Energy Contracts and the amount received from such end-users unless such shortfall is the result of the gross negligence, willful misconduct, conversion, misappropriation or theft on the part of Provider.

(c) Waiver of Consequential Damages. Except in connection with indemnification for third-party Claims or Claims resulting from gross negligence or willful misconduct, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall a Party or its respective Affiliates be liable for special, incidental, exemplary, indirect or consequential damages.

7.5 Survival.

Notwithstanding any other provision of this Agreement, the provisions of this Article 7 are intended to and shall survive termination of this Agreement.

**ARTICLE 8
TERMINATION**

8.1 Termination by Customer.

(a) Termination for Cause.

(i) Without limiting any other rights or remedies it may have, Customer shall be entitled to terminate this Agreement for cause by delivery of a Termination Notice to Provider in connection with the occurrence of any of the following events:

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(1) Provider fails to make any payment required to be made by Provider to Customer hereunder when such payment is due and owing under this Agreement, and such failure shall continue for ten (10) calendar days after written notice thereof has been given to Provider.

(2) Provider has filed against it petitions under any insolvency or bankruptcy Law of any jurisdiction which are not dismissed within ninety (90) calendar days of the date filed, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy under any provision of Applicable Law or consents to the filing of any bankruptcy or reorganization petition against it under any similar law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of Provider.

(3) Provider fails to comply (other than for Force Majeure reasons) in any material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, and such failure shall continue for thirty (30) calendar days after written notice thereof has been given to Provider; provided, however, that if such failure cannot reasonably be cured within said thirty (30) day period and Provider has diligently commenced the cure of such failure within said period, then Provider shall have a commercially reasonable additional period of time to cure such default not to exceed an additional one hundred eighty (180) days.

(4) Provider assigns this Agreement in violation of the provisions of Section 13.6.

(ii) Notwithstanding the foregoing, Customer shall not have the right to terminate this Agreement pursuant to this Section 8.1(a) if the occurrence of any of the events or conditions described in this Section 8.1(a) is the result of Customer's bad faith, willful misconduct or gross negligence.

(b) Termination for Convenience. Notwithstanding anything to the contrary in this Agreement, Customer shall be entitled to terminate this Agreement or any part of the Services for convenience, at Customer's sole discretion with or without cause, by delivery of a Termination Notice to Provider at any time after the expiration of the Base Term.

(c) Timing of Termination. If Customer delivers a Termination Notice to Provider pursuant to Section 8.1(a) or 8.1(b), this Agreement shall terminate as set forth in Section 8.4.

8.2 Termination by Provider.

(a) Termination for Cause.

(i) Without limiting any other rights or remedies it may have, Provider shall be entitled to terminate this Agreement for cause by delivery of a Termination Notice to Customer in connection with the occurrence of any of the following events:

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(1) Customer has failed to make any undisputed payment required to be made to Provider under this Agreement and such failure is not remedied within ten (10) calendar days after the date on which Customer has received notice of such failure to make such payment.

(2) Customer has filed against it petitions under any insolvency or bankruptcy law of any jurisdiction which are not dismissed within ninety (90) calendar days of the date filed, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy under any provision of Applicable Law or consents to the filing of any bankruptcy or reorganization petition against it under any similar law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of Customer.

(3) Customer fails to establish or maintain end-user customer rates in compliance with Section 6.3(d), as reasonably determined by Provider, and fails to establish such rates within sixty (60) calendar days after written notice thereof has been given to Customer; provided, however, that if Customer has sent notice of a rate increase and is awaiting council action, then Customer shall have a commercially reasonable additional period of time to cure such default not to exceed an additional one hundred eighty (180) calendar days.

(4) Customer assigns this Agreement in violation of the provisions of Section 13.6.

(5) Customer fails to comply (other than for Force Majeure reasons) in any other material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, or as otherwise provided above, and such failure continues for sixty (60) calendar days after written notice thereof has been given to Customer; provided, however, that if such failure cannot reasonably be cured within said sixty (60) day period and Customer has diligently commenced the cure of such failure within said period, then Customer shall have a commercially reasonable additional period of time to cure such default not to exceed an additional ninety (90) calendar days.

(ii) Provider shall not have the right to terminate this Agreement pursuant to this Section 8.2(a) if the occurrence of any of the events or conditions described in this Section 8.2(a) is the result of Provider's bad faith, willful misconduct or gross negligence.

(b) Termination for Convenience. Notwithstanding anything to the contrary in this Agreement, Provider shall be entitled to terminate this Agreement or any part of the Services for convenience, at Provider's sole discretion with or without cause, by delivery of a Termination Notice to Customer at any time after the expiration of the Base Term; provided that no Termination Notice shall be effective for at least thirty (30) calendar days following Customer's receipt of the same, or any such longer period as may be indicated in the Termination Notice.

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(c) Timing of Termination. If Provider delivers a Termination Notice to Customer pursuant to Section 8.2(a) or 8.2(b), this Agreement shall terminate as set forth in Section 8.4.

8.3 Cooperation Upon Termination.

In connection with any termination of this Agreement in accordance herewith, at the reasonable request of Customer, Provider shall cooperate with Customer to provide for the orderly transition of the performance of the Services to a replacement administrator, including the transfer of documentation and data access, in a manner that shall not prejudice Customer or hamper Customer's ability to receive the Services and the benefits thereof from a replacement administrator after a smooth and timely transition.

8.4 Effect of Termination; No Prejudice.

(a) Effect of Termination. Subject to Section 8.4(b) below, if Customer or Provider delivers a Termination Notice in accordance with, and as permitted by, this Agreement, then this Agreement shall terminate on the later to occur of (i) ninety (90) calendar days from the date of such Termination Notice and (ii) the date on which all of the Energy Contracts to which Provider is a party on behalf of Customer on the date of such Termination Notice have terminated in accordance with their respective terms.

(b) No Prejudice. Termination of this Agreement shall not affect any rights or obligations as between the Parties that may have accrued prior to such termination or that expressly or by implication are intended to survive termination whether resulting from the event giving rise to termination or otherwise. In addition, except as expressly provided for herein, termination of this Agreement for any reason shall be without prejudice to Provider's right to receive a proportional amount of the Fixed Fees or payment of any outstanding Reimbursable Expenses as of the date of termination. Except as otherwise set forth in this Agreement, remedies are cumulative and the exercise of, or failure to exercise, one or more remedies by a Party shall not limit or preclude the exercise of, or constitute a waiver of, other remedies provided for under this Agreement by such Party. For breach of any provision of this Agreement for which an express remedy or measure of damages is herein provided, (i) such express remedy or measure of damages shall be the sole and exclusive remedy hereunder, (ii) the liability of the Party that has committed such breach shall be limited as set forth in such provision and (iii) the Parties hereby waive all other remedies or damages at law or in equity with respect to such breach. If no remedy or measure of damages is expressly provided herein with respect to a breach of any provision of this Agreement, the liability of the Party that has committed such breach shall be limited to direct actual damages only; provided that this limitation shall not apply to (A) Provider's obligation with respect to indemnifying and holding harmless each Customer Indemnified Party to the extent of any amount owed to a third party other than a Customer Indemnified Party, if any, or (B) Customer's obligation with respect to indemnifying and holding harmless each Provider Indemnified Party to the extent of any amount owed to a third party other than an Provider Indemnified Party.

**ARTICLE 9
FORCE MAJEURE**

9.1 Force Majeure.

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(a) Notwithstanding any other provision of this Agreement, each Party's obligations under this Agreement shall be suspended by any Force Majeure if and to the extent that such Party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that:

(i) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures;

(ii) no obligations of any Party that arose before the occurrence of Force Majeure shall be excused as the result of the occurrence; and

(iii) each Party shall use commercially reasonable efforts to remedy its inability to perform; provided, further, that no Force Majeure shall excuse any payment obligations of either Provider or Customer otherwise due hereunder.

(b) If the performance by a Party of its obligations under this Agreement is affected by any Force Majeure, such Party shall as soon as practicable notify the other Parties of the nature and extent thereof.

**ARTICLE 10
NOTICES**

10.1 Notices.

(a) All notices and other communications required or permitted by this Agreement or by Applicable Law to be served upon or given to a Party by any other Party shall be deemed duly served, given and received (i) on the date of service if served personally or if sent by facsimile transmission or electronic mail during Regular Work Hours (each with appropriate confirmation of receipt) to the Party to whom notice is to be given, or (ii) on the fourth (4th) day after mailing, if mailed by first class registered or certified mail, postage prepaid or (iii) on the next day if sent by a nationally recognized courier for next day service and so addressed and if there is evidence of acceptance by receipt addressed to the address(es) set forth in Exhibit C.

(b) The Parties, by like notice in writing, may designate, from time to time, another address or office to which notices shall be given pursuant to this Agreement.

**ARTICLE 11
CONFIDENTIALITY**

11.1 General Confidential Information.

(a) Except as otherwise provided in this Agreement, without the prior written consent of the other Parties hereto, no Party shall disclose Confidential Information (as defined below) received in connection with the performance of the Services.

(b) Each Party that receives any Confidential Information from the disclosing Party shall use the same degree of care that it uses to protect its own confidential information of like

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nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party.

(c) No Party shall have any obligation under this Section 11.1 with respect to any information that:

(i) at the time of disclosure is in the public domain, or thereafter becomes part of the public domain, in each case through a source other than the receiving Party in violation of this Agreement;

(ii) is subsequently learned by receiving Party from a third party that, to the knowledge of the receiving Party, is not under an obligation to keep such information confidential;

(iii) was known to the receiving Party at the time of disclosure to be without confidentiality restrictions, as can be demonstrated by contemporaneous written evidence;

(iv) is generated independently by the receiving Party without reference to the Confidential Information of the disclosing Party, as can be demonstrated by contemporaneous written evidence, or

(v) is required to be disclosed pursuant to Applicable Law, regulation, subpoena, court order or other legal process or professional requirements, or in connection with the enforcement of the receiving Party's rights under this Agreement. Prior to any such disclosure, the disclosing Party shall, to the maximum extent possible, provide reasonable notice to the other Party, with adequate time (to be judged based upon the facts and circumstances surrounding the disclosure) for the non-disclosing party to seek court intervention if it should so elect in its sole and absolute discretion.

(d) For purposes of this Agreement, "Confidential Information" shall mean all end-user customer specific information, including energy consumption, and market sensitive data, including non-public wholesale energy pricing disclosed in connection with negotiation or procurement of energy or related products under Energy Contracts in connection with the Services whether or not such information was owned or developed by the disclosing Party, which the receiving Party may obtain knowledge of, through or as a result of the relationship established hereunder with the disclosing Party.

(e) Provider shall obtain written approval from Customer in connection with any press release or promotional materials that reference the relationship established through this Agreement and such Parties shall agree on the form and content of such press release.

11.2 Limited Disclosure of Confidential Information.

Notwithstanding the provisions of Section 11.1, Provider shall be entitled to the extent necessary for the performance of its duties hereunder to allow access to the Confidential Information to such of its employees and consultants who are directly concerned with the carrying out of Provider's duties under this Agreement, provided that Provider shall inform each of such Persons of the confidential nature of, and Provider's obligation of confidentiality with respect to, such Confidential

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Information and such employees and consultants shall agree to keep the Confidential Information confidential in accordance with the terms of this Agreement.

**ARTICLE 12
DISPUTE RESOLUTION**

12.1 Negotiations.

The Parties shall attempt in good faith to resolve all disputes promptly by negotiation, as set forth below.

(a) A Party may give another Party written notice of any dispute between such Parties that has not been resolved in the normal course of business. Representatives of such Parties at levels one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) Business Days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(b) If such representatives are unable to resolve, or do not anticipate being able to resolve, the dispute within twenty (20) calendar days after receiving notice of such dispute, either Party may initiate legal proceedings in a court of competent jurisdiction as provided in Section 13.2.

(c) If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention so that the other Party may also be accompanied by an attorney. All negotiations pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and applicable state rules of evidence. Each Party shall bear its own costs for this dispute resolution phase.

12.2 Continued Prosecution of the Work.

In case of any dispute, Provider shall continue to diligently perform its obligations under this Agreement, and, without limiting the generality of the foregoing and subject to Section 5.3(c), Customer shall continue to make payments to Provider for those portions of the Services performed hereunder that are not the subject of dispute in accordance with this Agreement.

**ARTICLE 13
MISCELLANEOUS**

13.1 Execution.

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed and delivered (including by electronic mail), shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13.2 Governing Law; Venue and Jurisdiction.

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THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES.

ANY LITIGATION ARISING HEREUNDER SHALL BE SUBJECT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF CALIFORNIA AND VENUE SHALL BE IN THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA OR THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA LOCATED IN RIVERSIDE COUNTY. ANY OF THE FOREGOING COURTS SHALL HAVE PERSONAL JURISDICTION OVER THE PARTIES HERETO. EACH PARTY WAIVES ANY AND ALL RIGHTS TO CONTEST SAID JURISDICTION AND VENUE AND WAIVES ANY RIGHT TO COMMENCE ANY ACTION AGAINST THE OTHER PARTY IN ANY OTHER JURISDICTION.

13.3 Intentionally Omitted.

13.4 Amendments, Supplements, Etc.

Neither this Agreement nor any of the terms hereof may be amended, supplemented, or modified orally, but only by an instrument in writing signed by Provider and by Customer.

13.5 Headings.

The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

13.6 Assignment.

(a) Neither Party may assign, pledge or otherwise transfer this Agreement without the prior written consent of the other Party.

(b) Any attempted assignment, pledge or other transfer in violation of this Section 13.6 shall be null and void.

13.7 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, to the extent that assignment is permitted hereunder.

13.8 Other Customers.

Nothing in this Agreement shall be construed to prevent or prohibit Provider from providing the same or similar services to any Person not a Party to this Agreement and from entering into a form of agreement substantially similar to this Agreement with any such Persons; provided that the provision of such services does not adversely affect Provider's ability to perform its obligations hereunder.

13.9 Waiver.

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No provision of this Agreement may be waived except in writing by the waiving Party. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

13.10 Severability.

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, that provision shall be modified so as to be enforceable and as nearly as possible reflect the original intention of the Parties, it being agreed and understood by the Parties that (i) this Agreement and all the provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent permitted by Applicable Law, and (ii) the remainder of this Agreement shall remain in full force and effect.

13.11 Construction.

Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

13.12 Entire Agreement.

This Agreement, including the exhibits and schedules attached hereto, which are hereby incorporated by this reference as though fully set forth herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13.13 Third-Party Beneficiaries.

This Agreement is made and entered into for the sole benefit of the Parties and each of their permitted successors and assigns and no other person or entity shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement.

13.14 Survival.

Section 5.4, Article 7, Article 8, Article 9, and Article 13 shall survive the termination or expiration of this Agreement and any provision which by its terms or by implication is intended to survive the termination or expiration of this Agreement shall so survive.

13.15 No Rules of Construction Against Drafter.

Each Party acknowledges that it and its attorneys have been given an equal opportunity to negotiate the terms and conditions of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party or any similar rule operating against the drafter of an agreement shall not be applicable to the construction or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

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IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Agreement as of the Effective Date.

CALIFORNIA CHOICE ENERGY AUTHORITY

By: _____

Name: Jason Caudle

Title: Executive Director

CITY OF HANFORD

Darrel Pyle, City Manager

APPROVED AS TO CONTENT:

[Name], [Title]

ATTEST:

[Name], City Clerk

APPROVED AS TO FORM:

[Name], City Attorney

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

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EXHIBIT A

SCHEDULE OF DEFINITIONS

The terms defined in this Schedule of Definitions shall include the plural as well as the singular and the singular as well as the plural. Except as otherwise indicated, all the agreements or instruments herein defined shall mean such agreements or instruments as the same may from time to time be supplemented or amended or the terms thereof waived or modified to the extent permitted by, and in accordance with, the terms thereof. When used in the Agreement (as defined below), unless otherwise defined therein, the following terms shall have the respective meanings set forth below:

“Affiliate” of a Person (the “First Person”) shall mean a Person which directly or indirectly Controls, or is Controlled by, or is under common control with, the First Person, and shall also include any limited partnership or limited liability company of which the First Person or Affiliate thereof is the general partner, managing member or manager, as the case may be, and any Subcontractor, agent, representative, employee or authorized personnel of the First Person. “Control” of a Person shall mean the customership, directly or indirectly, of more than fifty percent (50%) of the voting securities of that Person.

“Agreement” means this Administrative Services Agreement between Customer and Provider.

“Applicable Law” shall mean all laws, statutes, orders, decrees, injunctions, licenses, permits, approvals, agreements and regulations of any Governmental Authority having jurisdiction over the matter in question which are applicable to or which affect Provider’s provision of the Services and/or the subject matters encompassed by this Agreement.

“Authorization Documents” shall mean the documents identified and summarized in Exhibit D, and the requirements of any documents in replacement of the foregoing or in addition thereto provided by Customer and added to and summarized in Exhibit D from time to time.

“Authorized Officer” means the officer(s) of Customer designated as an “Authorized Officer” in the Customer Approval Procedures.

“Base Term” shall have the meaning set forth in Section 3.1(a).

“Bundled Load” means the proposed electric energy consumption of a member of Provider, as set forth in the implementation plan filed for such member pursuant to Code Section 366.2.

“Business Day” shall mean any day except a Saturday, Sunday or other day on which commercial banks in the State of California are authorized by law to close.

“Claims” shall mean claims, actions, damages, expenses (including reasonable attorneys’ fees), fines, penalties, losses or liabilities.

“Code” shall have the meaning given thereto in the recitals.

“Confidential Information” shall have the meaning given in Section 11.1(d).

“CPUC” shall have the meaning given thereto in the recitals.

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“Customer” shall have the meaning given thereto in the introductory paragraph of the Agreement, and its permitted successors and assigns, if any, under the Agreement.

“Customer Approval Procedures” means the approval procedures set forth in Exhibit E hereto.

“Customer Indemnified Party” shall mean Customer (including successors and permitted assigns) and its shareholders, partners, directors, officers, agents and employees.

“Disputed Payment” shall have the meaning given thereto in Section 5.3(d).

“Effective Date” shall have the meaning given in the introductory paragraph of this Agreement.

“Energy Contract” means an agreement for the purchase of energy, renewable energy or related products, including long-term power purchase agreements and master power purchase and sale agreements and/or confirmation letter thereto, entered into by Provider for the benefit of Customer.

“Fixed Fee” shall have the meaning given thereto in Section 5.1(a).

“Fixed Fee Services” shall have the meaning given thereto in Section 4.1.

“Force Majeure” shall mean any event that wholly or partly prevents or delays the performance by the Party affected of any obligation arising under this Agreement, but only if and to the extent such event is not within the reasonable control, directly or indirectly, of and not the fault of the Party affected including (provided that the foregoing requirements are satisfied): condemnation; expropriation; invasion; plague; drought; landslide; storms or wind of sufficient intensity to prevent safe performance of work; tornado; hurricane; tsunami; flood; lightning; earthquake; fire; explosion; epidemic; quarantine; war (declared or undeclared), terrorism or other armed conflict; material physical damage to an energy facility to the extent caused by third parties; strikes and other labor disputes (including collective bargaining disputes and lockouts) involving Subcontractors; riot or similar civil disturbance or commotion; other acts of God; acts of the public enemy; blockade; insurrection, riot or revolution; sabotage or vandalism; embargoes; and actions of a Governmental Authority (excluding the actions of the claiming party). “Force Majeure” shall not include (1) an event that prevents or delays (i) Provider’s or Customer’s compliance with (a) Applicable Laws; and (b) Permits required under Applicable Law in connection with such Party’s performance under this Agreement and (ii) Customer’s indemnity obligations hereunder, (2) labor shortages; (3) labor strikes and other labor disputes (including collective bargaining disputes and lockouts) with regard to work by Provider or a Subcontractor (except if such action is part of a regional or national action); or (4) economic hardship (including lack of money).

“Governmental Authority” shall mean any federal, provincial, state or local government authority, agency, court or other body, officer or public entity, including any zoning authority, building inspector, or health or safety inspector, including the CPUC.

“Indemnified Party” shall mean a Provider Indemnified Party or Customer Indemnified Party.

“Indemnifying Party” shall have the meaning given thereto in Section 7.3.

“JPA” shall mean that certain Joint Exercise of Powers Agreement Relating to the California Clean Energy Authority dated August 14, 2012, as the same has been or may be amended from time to time.

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“Payment Date” shall have the meaning given thereto in Section 5.3.

“Payment Invoice” shall have the meaning given thereto in Section 5.3.

“Permit” shall mean any waiver, exemption, variance, franchise, certification, approval, permit, authorization, license, consent, or similar order of or from any Governmental Authority having jurisdiction over the matter in question.

“Person” shall mean any individual, partnership, joint stock company, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof, or any other entity.

“Provider” shall have the meaning given thereto in the introductory paragraph of this Agreement, and its successors and permitted assigns, if any.

“Provider Indemnified Party” shall mean Provider and its Affiliates and their respective shareholders, partners, directors, officers, agents, employees and representatives.

“Regular Work Hours” means 8:00 am (PT) to 5:00 pm (PT) on a Business Day.

“Reimbursable Expenses” shall have the meaning set forth in Section 5.2.

“Reimbursable Services” shall have the meaning given thereto in Section 4.1.

“Scope of Work Exhibit” means Exhibit B hereto.

“Security Documents” means, with respect to each Energy Contract, the security documents entered into by Customer in connection therewith pursuant to which Customer grants to the energy suppliers under each Energy Contract (or its collateral agent) a security interest in any and all monies received from the Utility or the end-users in Customer’s territory in connection with such Energy Contract, which security documents shall include (i) an account control agreement for an account (sometimes referred to as a “lockbox account”) among Customer, an account bank and the energy supplier to such Energy Contract (or its collateral agent), (ii) an intercreditor and collateral agency agreement, among Customer, the counterparties to such Energy Contracts and, if applicable, the collateral agent, and (iii) a security agreement between Customer and the counterparty to such Energy Contract (or its collateral agent).

“Services” shall have the meaning set forth in Section 4.1 and shall be comprised of the Fixed Fee Services and the Reimbursable Services.

“Subcontractors” means any subcontractor, of any tier, vendor or supplier of materials, equipment or services to Provider or any subcontractor, of any tier, of any Person engaged or employed by Provider or any subcontractor of any tier that provides any part of the Services.

“Supplemental Procurement Services” has the meaning set forth in Exhibit B.

“Term” shall have the meaning set forth in Section 3.1(a).

“Termination Notice” shall have the meaning given thereto in Section 3.1(b).

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“Utility” means Southern California Edison.

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**EXHIBIT B
SCOPE OF WORK**

A. Fixed Fee Services

1. Portfolio Operations

(a) Energy Procurement.

- (i) Provider to consider load patterns of the CCA and advise Customer on assembling a supply portfolio that will match resources to the aggregate load shape of the CCA's customer base.
- (ii) Provider to conduct procurement of energy, renewable energy, carbon free energy and resource adequacy procurement with third party suppliers as required from time to time to meet the load requirements of the CCA.

(b) Risk and Credit Management.

- (i) Provider to monitor the credit rating and financial condition of Customer's energy suppliers.
- (ii) Provider to periodically calculate the financial exposure to a specific supplier.

(c) Load Forecasting and Data Collection.

- (i) Provider to collect, process and forecast load information.

(d) Scheduling Coordination.

- (i) Provider to coordinate scheduling with the grid operator's schedule coordinator; exchange customer usage and billing information with the Utility.

2. Account Services

- (a) If necessary, Provider to calculate individual end-user customer bills.
- (b) Provider to confirm receipt of funds in lockbox account.
- (c) Provider to review and validate invoices from Schedule Coordinator.
- (d) Provider to direct distribution of funds from lockbox account.

3. Administration and Management of CCA Program

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4. Regulatory Representation and Compliance Filings

B. Reimbursable Services

(a) Data Management Services (e.g., electronic data interchange (EDI) services; customer information system development and maintenance; customer call center management and staffing; billing administration; settlement quality meter data services; customer care, billing and related reports; and qualified reporting entity (QRE) services).

(b) Professional Services (e.g., drafting, review and negotiation of Energy Contracts and Security Documents on behalf of Customer; electric load evaluation; community choice aggregation operational analysis; projected customer rate analysis and comparison; and support and maintenance of financial model).

(c) Legal Services (e.g., review and negotiation of template Energy Contracts and Security Documents on behalf of Customer; legal services to customize existing templates for Energy Contracts and Security Documents to accommodate Customer requested changes).

(d) “Supplemental Procurement Services” means reimbursement for any payments (including deposits) that Provider makes directly to energy suppliers on behalf of, and at the request of, Customer for the purchase of electricity and other related services to be delivered or provided to Customer. The process for Supplemental Procurement Services will be subject to the approval process set forth in Exhibit E.

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EXHIBIT C

**FIXED FEE RATE, REIMBURSABLE EXPENSES
AND NOTICE ADDRESS**

1. **Fixed Fee Rate:**

<u>Fiscal Year</u>	
\$ 288,570.00	fiscal year total
\$ 24,047.50	monthly

2. **Reimbursable Expenses:**
 - (a) **Data Management Services:** **Fiscal Year**

\$ 184,000.00	fiscal year total (estimated)
\$ 15,333.33	monthly (estimated)

 - (b) **Professional Services:** **Fiscal Year**

\$ 267,000.00	annually (not to exceed)
\$ 22,250.00	monthly (not to exceed)

 - (c) **Legal Services (as incurred):** \$ 20,000 annually (estimated)

 - (d) **Supplemental Procurement Services (as incurred):** \$ Amounts approved by Customer and Provider in accordance with Exhibit E.

3. **Address for Notices:**

Provider:	California Choice Energy Authority 44933 Fern Avenue Lancaster, California 93534 Attn: Cathy DeFalco Tel: 888.639.2411 Email: Cathy@CalChoice.org With a copy to Provider's legal counsel: Hall Energy Law PC Attn: Stephen Hall Tel: 503.477.9354 Email: Steve@HallEnergyLaw.com
Customer:	City of Hanford Attn: Darrel Pyle Tel: 559.585.2516 Email: dpyle@cityofhanfordca.com

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EXHIBIT D
AUTHORIZATION DOCUMENTS
[City's Resolution to Join CalChoice]

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

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FOR DISCUSSION ONLY**

EXHIBIT E

CUSTOMER APPROVAL PROCEDURES

1. Authorized Officer

[Table to be completed with name, title of Customer's officer that is authorized to provide Provider with necessary approvals.]

Name	Title
Darrel Pyle	City Manager
[Additional Authorized Name]	[Additional Authorized Title]

2. Approval Procedures

[To be completed — Procedures to contain thresholds for which receipt of Authorized Officer's approval is required.]

Authorized Officer Approval IS Required if Term of Energy Contract is GREATER than:	Five (5) Years
Authorized Officer Approval IS NOT Required if Notional Amount of Energy Contract is EQUAL TO OR LESS than:	Five (5) Years
Authorized Officer Approval IS Required if the proposed Transaction is entered into through Provider's Supplemental Procurement Services process.	

3. Required Contract Provisions in Energy Contracts (or substantially similar language):

Section 3.6 of the EEI Master Agreement:

“With respect to each Transaction, as security for Party B’s obligations, Member shall have created and set aside a Special Fund and shall have entered into the Security Documents for such Special Fund in form and substance reasonably satisfactory to Party A and Party B. The Parties agree that Party B’s obligations to make payments with respect to this Master Agreement and each Transaction, and the obligations of a Member to make payments pursuant to a Transaction, are to be made solely from the Special Fund applicable to such Transaction.”

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Section 6.9 of the EEI Master Agreement:

“Seller agrees that the obligations of Party B to make payments hereunder are (i) to be made solely from the Secured Account of the Member for whose account a Confirmation is allocated to, and (ii) do not constitute any kind of indebtedness of Party B or (iii) create any kind of lien on, or security interest in, any property or revenues of Party B.”

Section 8.5 of the EEI Master Agreement:

“Section 8.5: Section 8 and Schedule M of the Agreement and the Security Documents set forth the entirety of the agreement of the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth in the options elected by the Parties in respect of Sections 8.1 and 8.2, and in Schedule M and in the Security Documents, neither Party:

(a) has or will have any obligation to post margin, provide letters of credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or

(b) will have reasonable grounds for insecurity with respect to the creditworthiness of a Party or Member that is complying with the relevant provisions of Section 8 of this Agreement;

(c) and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.”

Section 10.19 of the EEI Master Agreement:

“10.19 No Recourse Against Constituent Members of Party B. Party B is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Party B will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement in accordance with, and subject to, the terms and conditions of each Transaction and the applicable Security Agreements. Party A will have no rights and will not make any claims, take any actions or assert any remedies against any Member or of Party B’s constituent members, or the officers, directors, advisors, contractors, consultants or employees of Party B or Party B’s constituent members, in connection with this Agreement. The Parties agree that Party B’s obligations to make payments with respect to this Master Agreement and each Transaction, and the obligations of a Member to make payments pursuant to a Transaction, are to be made solely from the Special Fund applicable to such Transaction, as set forth in the applicable Security Agreements.”

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FOR DISCUSSION ONLY**

EXHIBIT F

FORM OF AUTHORIZED OFFICER APPROVAL

Prior to any procurement, CalChoice, or CalChoice representative will communicate the details of the proposed procurement via email. An Authorized Officer, as identified in Exhibit E, will give written approval of the procurement via email.

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)

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FOR DISCUSSION ONLY**

EXHIBIT G

**JOINT EXERCISE OF POWERS AGREEMENT
AND AMENDMENTS THERETO**

Attachment: Hanford-ASA Draft 2019 0412 (Admin: CCEA Resolution)



AGENDA STAFF REPORT

MEETING DATE: 6/4/2019	AGENDA SECTION: B
-------------------------------	--------------------------

SUBJECT:

Community Development: Discussion and Direction regarding Community Development Fees including Planning, Building, Code Enforcement, Cannabis

RECOMMENDATION:

That the Council review staff presentation and have discussion on the proposed fee schedule.

BACKGROUND:

The current fee schedule was adopted in 2005 after completing a fee study, with the exception of the cannabis fees which were adopted in 2017. The goal of the study was to get to full cost recovery in both Planning and Building so that they operated more as enterprise accounts, however the goal was not entirely achieved. The Building Department collects fees that, in most years, pay for all costs. The Planning Department still needs to be supported by the General Fund by approximately \$355,000 in FY18/19.

Included in the Planning application fees is the current fee, what the fee would be if we raised fees by half of the CPI since they were adopted, the recommended fee and a comparison of fees to Tulare, Visalia and Lemoore. The Building fees include the existing and proposed fees.

The intent of this discussion only item is to present you the list of fees and have discussion. Adoption of a fee schedule will be by resolution at a future City Council meeting.

FISCAL IMPACT:

ATTACHMENTS:

Draft Community Development Fees

PLANNING DIVISION

ADOPTED BY RESOLUTION:
DATE:

From 2007 to 2018 with a 2.5% inflationary factor, would add 31% to the "Current Fee"

Application/Permit	CURRENT FEE	15% Increase	PROPOSED FEE	Lemoore	Visalia	Tulare
Administrative Use Permit	\$1,631.00	\$1,875.65	\$500.00	\$160.00		"\$123,761
Agriculture Preserve						\$2,000.00
Contract Cancellation + costs and legal fees	\$5,162.00	\$5,936.30	\$6,000.00		\$3,391.00	Deposit
Disestablishment			\$2,000.00		\$2,035.00	
New contract			\$500.00		\$677.00	
Notice of Full Non-renewal			\$150.00		\$136.00	
Notice of Partial Non-renewal			\$500.00		\$542.00	
Easement Exchange			Actual Cost		Actual Cost	
Appeal	\$1,000.00	\$1,150.00	\$1,000.00	\$875.00	\$509.00	\$805.00
Conditional Use Permit						
Regular	\$4,915.00	\$5,652.25	\$3,500.00	\$3,400.00	\$4,139.00	\$2,517.00
Minor (existing structures)			\$1,500.00	\$1,000.00	\$1,335.00	\$1,016.00
Amendment			\$1,500.00		\$1,335.00	
Design Review	\$1,037.00					\$2,525.00
Development Agreement - plus costs			\$4,000.00		\$4,334.00	\$1,500.00
Development Agreement Amendment - plus costs			\$1,500.00		\$1,389.00	Deposit
Finding of Consistency			\$500.00			
General Plan Amendment	\$8,214.00	\$9,446.10	\$9,500.00	\$4,100.00	\$10,495.00	\$3,436.00
Historic Review						
Historic Review/Historic Designation/Detachment of Site	\$4,706.00	\$1,961.90	\$1,706.00	n/a		
Home Occupation	\$115.00	\$132.25	\$115.00	\$160-400	\$68.00	\$33.00
Mural Application						
Ordinance Interpretation		\$0.00	Actual Cost	n/a	\$222.00	
Planned Unit Development	\$6,667.00	\$7,667.05	\$6,667.00	\$3,400.00	\$4,139.00	
Pre-Application Review-Major [50%-credit-of fee-to-application(s)]	\$9,497.00	\$10,921.55				

PLANNING DIVISION

ADOPTED BY RESOLUTION:
DATE:

Application/Permit	CURRENT FEE	15% Increase	PROPOSED FEE	Lemoore	Visalia	Tulare
Pre-Application Review Minor [75% credit of fee to application(s)]	\$1,886.00	\$2,168.90				
Sidewalk Dining Permit			\$75.00	n/a	\$68.00	\$133.00
Sidewalk Sales Permit						\$133.00
Sign Application	\$242.00	\$278.30	\$280.00	\$160-800		\$133-378
Banner Permit			\$35.00	n/a		
Site Plan Review						
Initial Minor (Existing buildings no expansion)			\$1,000.00	\$1,500.00	\$0.00	\$0.00
Initial Major or Subdivisions	\$2,906.00	\$3,341.90	\$3,000.00	\$3,400.00	\$0.00	\$0.00
Resubmittal (First resubmittal no charge)			\$750.00	\$1,000.00	\$0.00	\$0.00
Specific Plan/Master Plan	\$8,830.00	\$10,154.50	\$8,830.00		\$12,418.00	\$4,903.00
Specific Plan Amendment			\$4,415.00		\$5,247.00	\$4,550.00
Time Extensions	\$1,206.00	\$1,386.90	\$1,200.00	\$500.00	\$222.00	\$293.00
Temporary Use Permit			\$250.00	\$160.00	\$147-239	\$247.00
Right-of-Way Abandonment	\$4,092.00	\$4,705.80	\$4,700.00		\$2,182.00	
Variance						
Variance	\$4,915.00	\$5,652.25	\$3,500.00	\$3,000.00	\$2,691.00	\$1,880.00
Variance - Minor Deviation	\$2,906.00	\$3,341.90	\$1,000.00	n/a	\$147.00	
Variance - Signs			\$3,000.00			
Variance - Single Family Parcel			\$2,500.00	\$900.00	\$847-1,434	
Zone Amendment - Pre-zone, Rezoning, Text Amendments	\$6,771.00	\$7,786.65	\$7,800.00	\$3,900.00	\$3,842.00	\$2,996.00
Zoning Verification Letter	\$135.00	\$155.25	\$135.00	\$30.00	\$35.00	

SUBDIVISION OF LANDS						
Tentative Parcel Map	\$3,954.00	\$4,547.10	\$4,550.00	\$725.00	\$3,031-7,464	\$1,504.00
Tentative Subdivision Map	\$5,998.00	\$6,897.70	\$6,700.00	\$3,900.00	\$7,464.00	\$3447-6150
Certificate of Compliance	\$892.00	\$1,025.80	\$1,025.00		\$516.00	\$963.00

16.B.a

PLANNING DIVISION

ADOPTED BY RESOLUTION:
DATE:

Application/Permit	CURRENT FEE	15% Increase	PROPOSED FEE	Lemoore	Visalia	Tulare
Lot Line Adjustment	\$892.00	\$1,025.80	\$1,500.00	\$1,700.00	\$1,269.00	\$1,141.00
Minor Amendment to Previously Approved Map			\$1,500.00			

ENVIRONMENTAL COMPLIANCE						
NEPA			Actual Cost		\$738-3,695	
Notice of Exemption	\$90.00	\$103.50	\$125.00	\$350.00	\$72.00	\$ 41.00
Environmental Impact Report/Study Processing (Fee + actual cost of EIR consultant)	\$7,369.00	\$8,474.35	\$8,500.00	Cost plus 10%	7.5% of contract or actual plus 10%	10,731.00
Initial Study/Negative Declaration (city prepared)	\$955.00	\$1,098.25	\$1,450.00	\$2,900.00	\$728-2,774	\$2,247.00
Initial Study/Negative Declaration Technical (consultant prepared)			Actual Cost + 10%			\$ 2,247.00
Negative/Mitigated Negative Declaration	\$250.00	\$287.50				

MISCELLANEOUS						
General Plan Text	\$60.00	\$69.00	\$60.00			
Zoning Text	\$60.00	\$69.00	\$60.00			
Photocopies (each)						
Black and White 8 1/2 X 11	0.25	\$0.29	\$0.25		\$0.20	
Color (Letter and Legal Size)			\$1.00		\$1.00	
Black and White 11 X 17			\$0.35			
Color 11 X 17			\$2.00		\$2.00	
Large Format Black and White			Cost		\$5.00	
Large Format Color			Cost			
Radius Map			\$100.00		\$71.00	
CD of documents			\$10.00			

16.B.a

PLANNING DIVISION

ADOPTED BY RESOLUTION:
DATE:

Application/Permit	CURRENT FEE	15% Increase	PROPOSED FEE	Lemoore	Visalia	Tulare
Environmental Notices Mailed (Must be renewed annually)			\$125.00		\$138.00	
Special Service Fees/Inspections			Actual Cost		Actual Cost	

ANNEXATION/REORGANIZATION FEES						
City Annexation/Reorganization	\$9,631.00	\$11,075.65	\$11,000.00	\$7,500 + \$25/acre	\$4,581-14,925	\$8,170
County Fee (LAFCo)* + cost	\$1,000.00	\$1,150.00	see attached			
State Board of Equalization			see attached			

PLANNING DIVISION

ADOPTED BY RESOLUTION:
DATE:

Application/Permit	CURRENT FEE	15% Increase	PROPOSED FEE	Lemoore	Visalia	Tulare
Parking						
Parking In Lieu Fee (per space)	\$2,000.00	\$2,300.00	\$4,000.00	\$5,090.00	\$4,534.00	
Shared Parking Agreement			\$1,000.00			

PLANNING DIVISION

ADOPTED BY RESOLUTION:
DATE:

Application/Permit	CURRENT FEE	15% Increase	PROPOSED FEE	Lemoore	Visalia	Tulare
Fees on this page are not adopted by the City and are based on the actual fees of the adopting agency.						
KINGS COUNTY						
Filing Fee (all environmental documents)	\$90.00		\$90.00			
Notice of Determination ND/MND (Fish and Wildlife)	\$2,280.75		\$2,354.75			
Notice of Determination EIR (Fish and Wildlife)	\$3,168.00		\$3,271.00			
Impact Fees (Verify current Fees)						
LAFCo Fee + cost	\$1,000.00		\$1,000.00			
STATE BOARD OF EQUALIZATION						
Size of Annexation						
Less than 1 acre		\$300.00				
1 to 5 acres		\$350.00				
6-10 acres		\$500.00				
11-20 acres		\$800.00				
21-50 acres		\$1,200.00				
51-100 acres		\$1,500.00				
101 to 500 acres		\$2,000.00				
501-1000		\$2,500.00				
1001 tp 2000 acres		\$3,000.00				
2001 acres and above		\$3,500.00				
School District Fees						

Code Violation Fines

Minor	\$25.00
General	\$100.00
Health and Safety	\$250.00

Definitions:

Minor: A "Minor" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that does not have the potential to create a health or safety hazard to the occupants of a structure/building or the general public.

General: A "General" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that has the potential of creating a health or safety hazard to the occupants of a structure/building or the general public if the violation is allowed to continue.

Heath and Safety: A "Heath and Safety" violation shall be defined as a violation of the Hanford Municipal Code or other applicable law or code that is a helath or safety hazard to the occupants of a structure/building or the general public.

Subsequent Violations:

Second violation in one year of the date of the initial citation, the fine shall be two times the initial fine.

Third violation in one year of the date of the initial citation, the fine shall be four times the initial fine.

Code Violation Fines

Minor	\$25.00
General	\$100.00
Health and Safety	\$250.00

Definitions:

Minor: A "Minor" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that does not have the potential to create a health or safety hazard to the occupants of a structure/building or the general public.

General: A "General" violation shall be defined as a violation of the Hanford Municipal Code, or other applicable law or code, that has the potential of creating a health or safety hazard to the occupants of a structure/building or the general public if the violation is allowed to continue.

Heath and Safety: A "Heath and Safety" violation shall be defined as a violation of the Hanford Municipal Code or other applicable law or code that is a helath or safety hazard to the occupants of a structure/building or the general public.

Subsequent Violations:

Second violation in one year of the date of the initial citation, the fine shall be two times the initial fine.

Third violation in one year of the date of the initial citation, the fine shall be four times the initial fine.

BUILDING DIVISION - PLAN CHECK FEES ONLY							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ TRHESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$422	\$0.2636	\$352	\$0.2197	\$281	\$0.1758
	2,500	\$949	\$0.0422	\$791	\$0.0352	\$633	\$0.0282
	5,000	\$1,055	\$0.0211	\$879	\$0.0176	\$703	\$0.0141
	10,000	\$1,160	\$0.0210	\$967	\$0.0175	\$774	\$0.0140
	25,000	\$1,476	\$0.0149	\$1,230	\$0.0124	\$984	\$0.0099
	50,000	\$1,848	\$0.0370	\$1,540	\$0.0308	\$1,232	\$0.0246
"B" OCC-TENANT IMPROVEMENTS	300	\$316	\$0.3296	\$264	\$0.2746	\$211	\$0.2197
	1,500	\$712	\$0.0527	\$593	\$0.0439	\$475	\$0.0351
	3,000	\$191	\$0.0265	\$659	\$0.0221	\$527	\$0.0177
	6,000	\$870	\$0.0263	\$725	\$0.0219	\$580	\$0.0175
	15,000	\$1,107	\$0.0186	\$923	\$0.0155	\$738	\$0.0124
	30,000	\$1,386	\$0.0462	\$1,155	\$0.0385	\$924	\$0.0308
"E" OCC-TENANT IMPROVEMENTS	100	\$461	\$1.4420	\$385	\$1.2016	\$308	\$0.9613
	500	\$1,038	\$0.2309	\$865	\$0.1924	\$692	\$0.1539
	1,000	\$1,154	\$0.1154	\$961	\$0.0961	\$769	\$0.0769
	2,000	\$1,269	\$0.1153	\$1,058	\$0.0960	\$846	\$0.0768
	5,000	\$1,615	\$0.0809	\$1,346	\$0.0674	\$1,077	\$0.0539
	10,000	\$2,019	\$0.2019	\$1,683	\$0.1683	\$1,346	\$0.1346
"H" OCC-TENANT IMPROVEMENTS	100	\$461	\$1.4420	\$385	\$1.2016	\$308	\$0.9613
	500	\$1,038	\$0.2309	\$865	\$0.1924	\$692	\$0.1539
	1,000	\$1,154	\$0.1154	\$961	\$0.0961	\$769	\$0.0769
	2,000	\$1,269	\$0.1153	\$1,058	\$0.0960	\$846	\$0.0768
	5,000	\$1,615	\$0.0809	\$1,346	\$0.0674	\$1,077	\$0.0539
	10,000	\$2,019	\$0.2019	\$1,683	\$0.1683	\$1,346	\$0.1346
"I" OCC-TENANT IMPROVEMENTS	1,000	\$422	\$0.1318	\$352	\$0.1099	\$281	\$0.0879
	5,000	\$949	\$0.0211	\$791	\$0.0176	\$633	\$0.0141
	10,000	\$1,055	\$0.0104	\$879	\$0.0087	\$703	\$0.0070
	20,000	\$1,159	\$0.0106	\$966	\$0.0088	\$773	\$0.0070
	50,000	\$1,476	\$0.0074	\$1,230	\$0.0062	\$984	\$0.0050
	100,000	\$1,848	\$0.0185	\$1,540	\$0.0154	\$1,232	\$0.0123
"M" OCC-TENANT IMPROVEMENTS	200	\$396	\$0.6180	\$330	\$0.5150	\$264	\$0.4120
	1,000	\$890	\$0.0989	\$742	\$0.0824	\$593	\$0.0659
	2,000	\$989	\$0.0495	\$824	\$0.0413	\$659	\$0.0330
	4,000	\$1,088	\$0.0495	\$907	\$0.0412	\$725	\$0.0330
	10,000	\$1,385	\$0.0347	\$1,154	\$0.0289	\$923	\$0.0231
	20,000	\$1,731	\$0.0866	\$1,443	\$0.0721	\$1,154	\$0.0577

"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	\$158	\$0.6180	\$132	\$0.5150	\$105	\$0.4120
	400	\$356	\$0.0989	\$297	\$0.0824	\$237	\$0.0659
	800	\$396	\$0.0494	\$330	\$0.0412	\$264	\$0.0330
	1,600	\$435	\$0.0495	\$363	\$0.0413	\$290	\$0.0330
	4,000	\$554	\$0.0346	\$462	\$0.0288	\$369	\$0.0230
	8,000	\$692	\$0.0865	\$577	\$0.0721	\$431	\$0.0577
"S" OCC-TENANT IMPROVEMENTS	40	\$132	\$1.0300	\$110	\$0.8583	\$88	\$0.6867
	200	\$297	\$0.1647	\$247	\$0.1373	\$198	\$0.1098
	400	\$330	\$0.0824	\$275	\$0.0686	\$220	\$0.0549
	800	\$363	\$0.0824	\$302	\$0.0687	\$242	\$0.0549
	2,000	\$461	\$0.0576	\$385	\$0.0480	\$308	\$0.0384
	4,000	\$577	\$0.1442	\$481	\$0.1201	\$384	\$0.0961

BUILDING DIVISION - INSPECTION FEES ONLY							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	CONSTRUCTION TYPES I-FR, II-FR		CONSTRUCTION TYPES III 1-HR		CONSTRUCTION TYPES IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$549	\$0.1648	\$458	\$0.1374	\$366	\$0.1099
	2,500	\$879	\$0.1757	\$733	\$0.1464	\$586	\$0.1171
	5,000	\$1,318	\$0.0659	\$1,099	\$0.0549	\$879	\$0.0439
	10,000	\$1,648	\$0.0366	\$1,373	\$0.0305	\$1,098	\$0.0244
	25,000	\$2,196	\$0.0660	\$1,830	\$0.0550	\$1,464	\$0.0440
	50,000	\$3,846	\$0.0769	\$3,205	\$0.0641	\$2,564	\$0.0513
"B" OCC-TENANT IMPROVEMENTS	300	\$330	\$0.1648	\$275	\$0.1374	\$220	\$0.1099
	1,500	\$527	\$0.1757	\$440	\$0.1464	\$352	\$0.1171
	3,000	\$791	\$0.0659	\$659	\$0.0549	\$527	\$0.0439
	6,000	\$989	\$0.0366	\$824	\$0.0305	\$659	\$0.0244
	15,000	\$1,318	\$0.0660	\$1,098	\$0.0550	\$878	\$0.0440
	30,000	\$2,308	\$0.0769	\$1,923	\$0.0641	\$1,538	\$0.0513
"E" OCC-TENANT IMPROVEMENTS	100	\$206	\$0.3090	\$172	\$0.2575	\$137	\$0.2060
	500	\$330	\$0.3296	\$275	\$0.2745	\$220	\$0.2197
	1,000	\$494	\$0.1236	\$412	\$0.1030	\$330	\$0.0824
	2,000	\$618	\$0.0688	\$515	\$0.0573	\$412	\$0.0458
	5,000	\$824	\$0.1235	\$687	\$0.1029	\$550	\$0.0823
	10,000	\$1,442	\$0.1442	\$1,201	\$0.1201	\$961	\$0.0961
"H" OCC-TENANT IMPROVEMENTS	100	\$206	\$0.3090	\$172	\$0.2575	\$137	\$0.2060
	500	\$330	\$0.3296	\$275	\$0.2746	\$220	\$0.2197
	1,000	\$494	\$0.1236	\$412	\$0.1030	\$330	\$0.0824
	2,000	\$618	\$0.0688	\$515	\$0.0573	\$412	\$0.0458
	5,000	\$824	\$0.1235	\$687	\$0.1029	\$550	\$0.0823
	10,000	\$1,442	\$0.1442	\$1,201	\$0.1201	\$961	\$0.0961
"I" OCC-TENANT IMPROVEMENTS	1,000	\$549	\$0.0824	\$458	\$0.0687	\$366	\$0.0549
	5,000	\$879	\$0.0880	\$733	\$0.0733	\$586	\$0.0586
	10,000	\$1,319	\$0.0330	\$1,099	\$0.0275	\$879	\$0.0220
	20,000	\$1,649	\$0.0182	\$1,374	\$0.0152	\$1,099	\$0.0122
	50,000	\$2,196	\$0.0329	\$1,830	\$0.0274	\$1,464	\$0.0219
	100,000	\$3,840	\$0.0384	\$3,200	\$0.0320	\$2,560	\$0.0256
"M" OCC-TENANT IMPROVEMENTS	200	\$343	\$0.2574	\$286	\$0.2145	\$229	\$0.1716
	1,000	\$549	\$0.2748	\$458	\$0.2290	\$366	\$0.1832
	2,000	\$824	\$0.1031	\$687	\$0.0859	\$549	\$0.0687
	4,000	\$1,030	\$0.0573	\$859	\$0.0478	\$687	\$0.0382
	10,000	\$1,374	\$0.1029	\$1,145	\$0.0858	\$916	\$0.0686
	20,000	\$2,403	\$0.1202	\$2,003	\$0.1001	\$1,602	\$0.0801

"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	\$247	\$0.4635	\$206	\$0.3862	\$165	\$0.3090
	400	\$396	\$0.4944	\$330	\$0.4120	\$264	\$0.3296
	800	\$593	\$0.1855	\$494	\$0.1546	\$396	\$0.1237
	1,600	\$742	\$0.1030	\$618	\$0.0858	\$494	\$0.0686
	4,000	\$989	\$0.1855	\$824	\$0.1546	\$659	\$0.1237
	8,000	\$1,731	\$0.2164	\$1,442	\$0.1803	\$1,154	\$0.1442
"S" OCC-TENANT IMPROVEMENTS	40	\$137	\$0.5151	\$114	\$0.4293	\$92	\$0.3434
	200	\$220	\$0.5492	\$183	\$0.4576	\$147	\$0.3661
	400	\$330	\$0.2060	\$275	\$0.1716	\$220	\$0.1373
	800	\$412	\$0.1145	\$343	\$0.0954	\$275	\$0.0763
	2,000	\$549	\$0.2060	\$458	\$0.1716	\$366	\$0.1373
	4,000	\$961	\$0.2403	\$801	\$0.2003	\$641	\$0.1602

BUILDING DIVISION - PLAN CHECK & INSPECTION FEES							
OCCUPANCY TYPE	PROJECT SIZE THRESHOLD	I-FR, II-FR		III 1-HR		IV, V-N	
		BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF	BASE COST @ THRESHOLD SIZE	COST FOR EACH ADDITIONAL SF
"A" OCC-TENANT IMPROVEMENTS	500	\$971	\$0.4285	\$809	\$0.3571	\$647	\$0.2857
	2,500	\$1,828	\$0.2179	\$1,524	\$0.1816	\$1,219	\$0.1453
	5,000	\$2,373	\$0.0870	\$1,978	\$0.0725	\$1,582	\$0.0580
	10,000	\$2,808	\$0.0578	\$2,340	\$0.0482	\$1,872	\$0.0385
	25,000	\$3,675	\$0.0800	\$3,063	\$0.0673	\$2,450	\$0.0538
	50,000	\$5,694	\$0.1139	\$4,745	\$0.0949	\$3,796	\$0.0759
"B" OCC-TENANT IMPROVEMENTS	300	\$646	\$0.4944	\$538	\$0.4120	\$431	\$0.3296
	1,500	\$1,239	\$0.2286	\$1,033	\$0.1905	\$826	\$0.1524
	3,000	\$1,582	\$0.0923	\$1,319	\$0.0769	\$1,055	\$0.0615
	6,000	\$1,859	\$0.0630	\$1,549	\$0.0525	\$1,239	\$0.0420
	15,000	\$2,426	\$0.0842	\$2,022	\$0.0702	\$1,618	\$0.0562
	30,000	\$3,690	\$0.1230	\$3,075	\$0.1025	\$2,460	\$0.0820
"E" OCC-TENANT IMPROVEMENTS	100	\$667	\$1.7510	\$556	\$1.4592	\$445	\$1.1673
	500	\$1,368	\$0.5304	\$1,140	\$0.4670	\$912	\$0.3736
	1,000	\$1,648	\$0.2390	\$1,373	\$0.1991	\$1,099	\$0.1593
	2,000	\$1,887	\$0.1840	\$1,573	\$0.1533	\$1,258	\$0.1227
	5,000	\$2,439	\$0.2043	\$2,033	\$0.1703	\$1,626	\$0.1362
	10,000	\$3,461	\$0.3461	\$2,884	\$0.2884	\$2,307	\$0.2307
ALL "F" OCC	1,000	\$2,560	\$0.5769	\$2,133	\$0.4808	\$1,707	\$0.3846
	5,000	\$4,868	\$0.2790	\$4,056	\$0.2325	\$245	\$0.1860
	10,000	\$6,263	\$0.1121	\$5,219	\$0.0934	\$4,175	\$0.0747
	20,000	\$7,383	\$0.0754	\$6,153	\$0.0628	\$4,922	\$0.0503
	50,000	\$9,645	\$0.1032	\$8,038	\$0.0860	\$6,430	\$0.0688
	100,000	\$14,805	\$0.1481	\$12,338	\$0.1234	\$9,870	\$0.0987
"H" OCC-TENANT IMPROVEMENTS	100	\$667	\$1.7510	\$556	\$1.4592	\$445	\$1.1673
	500	\$1,328	\$0.5604	\$1,140	\$0.4670	\$912	\$0.3736
	1,000	\$1,648	\$0.2390	\$1,373	\$0.1991	\$1,099	\$0.1593
	2,000	\$1,887	\$0.1840	\$1,573	\$0.1533	\$1,258	\$0.1227
	5,000	\$2,439	\$0.2043	\$2,033	\$0.1703	\$1,626	\$0.1362
	10,000	\$3,461	\$0.3461	\$2,884	\$0.2884	\$2,307	\$0.2307
"I" OCC-TENANT IMPROVEMENTS	1,000	\$971	\$0.2142	\$809	\$0.1785	\$648	\$0.1428
	5,000	\$1,828	\$0.1091	\$1,524	\$0.0909	\$1,219	\$0.0727
	10,000	\$2,374	\$0.0434	\$1,978	\$0.0362	\$1,582	\$0.0290
	20,000	\$2,808	\$0.0288	\$2,340	\$0.0240	\$1,872	\$0.0192
	50,000	\$3,672	\$0.0403	\$3,060	\$0.0336	\$2,448	\$0.0269
	100,000	\$5,688	\$0.0569	\$4,740	\$0.0474	\$3,792	\$0.0379

"M" OCC-TENANT IMPROVEMENTS	200	\$739	\$0.8755	\$616	\$0.7296	\$493	\$0.5837
	1,000	\$1,439	\$0.3737	\$1,199	\$0.3114	\$960	\$0.2491
	2,000	\$1,813	\$0.1526	\$1,511	\$0.1271	\$1,209	\$0.1017
	4,000	\$2,118	\$0.1065	\$1,765	\$0.0888	\$1,412	\$0.0710
	10,000	\$2,757	\$0.0138	\$2,298	\$0.1148	\$1,838	\$0.0918
	20,000	\$4,134	\$0.2067	\$3,445	\$0.1723	\$2,756	\$0.1378
"R-1/R-2" OCC-TENANT IMPROVEMENTS	80	\$405	\$1.0815	\$338	\$0.9012	\$270	\$0.7210
	400	\$751	\$0.5933	\$626	\$0.4944	\$501	\$0.3955
	800	\$989	\$0.2350	\$824	\$0.1958	\$659	\$0.1566
	1,600	\$1,177	\$0.1525	\$981	\$0.1271	\$785	\$0.1017
	4,000	\$1,543	\$0.2201	\$1,286	\$0.1824	\$1,028	\$0.1467
	8,000	\$2,423	\$0.3029	\$2,019	\$0.2524	\$161	\$0.2019
"S" OCC-TENANT IMPROVEMENTS	40	\$269	\$1.5451	\$224	\$1.2876	\$179	\$1.0301
	200	\$516	\$0.7142	\$430	\$0.5951	\$344	\$0.4761
	400	\$659	\$0.2885	\$549	\$0.2404	\$439	\$0.1923
	800	\$775	\$0.1968	\$646	\$0.1640	\$516	\$0.1312
	2,000	\$1,011	\$0.2639	\$842	\$0.2199	\$674	\$0.1759
	4,000	\$1,538	\$0.3846	\$1,282	\$0.3205	\$1,026	\$0.2564

BUILDING DIVISION - EMP FEES			
FEE TYPES --- ELECTRICAL	UNIT	CURRENT	PROPOSED
Permit Issuance	each	\$ 31.66	\$ 50.00
Stand Alone Permit - Plan Check	hourly	\$ 95.00	\$ 105.00
Outdoor Events			
Carnivals, Circuses, or ther traveling shows or exhibitions utilizing transportation type rides booths, displays, and attractions	hourly	\$ 95.00	\$ 105.00
Temporary Power Service			
Temporary power service pole or pedistal, including all pole or pedistal-mounted recepticle outlets and appurtenances	each	\$ 40.00	\$ 105.00
UNIT FEES:			
Receptacles, Switches, and Lighting Outlets	up to 20	\$ 40.00	\$ 43.75
	each additional	\$ 0.79	\$ 0.87
Residential Appliances			
Fixed residential appliances or receptacle outlets for the same, including wall-mounted electric ovens, coutnter mounted cook tops, electric ranges, self-contained room consoles or through-well air conditioners, space heaters, food waste grinders, dish washers, washing machines, water heaters, clothes dryers, or other motor-operated appliances (each) not exceeding one horsepower rating	each	\$ 31.66	\$ 35.00
Nonresidential Appliances			
Residential appliances and factory wired nonresidential appliances, including medical and dental devices; food, beverage, and ice cream cabnets; illuminated show cases; drinking fountains; vending machines; laundry machines; or other similar types of equipment	each	\$ 31.66	\$ 35.00
Power Apparatus			
Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus as Rating in Horsepower (HP), Kilowatts (KW), or Kilovolt-amperes (KVA), or Kilovolt-aperes-reactive (KVAR) (fees include all switches, breakers, etc.)			
Up to and including 1	each	\$ 31.66	\$ 35.00
Over 1 and not over 50	each	\$ 31.66	\$ 35.00
Over 50 and not over 100	each	\$ 39.58	\$ 43.75
Over 100	each	\$ 47.49	\$ 52.50
Signs, Outline Lighting, and Marquees			
Signs, Outline Lighting, or Marquees supplied from one branch circuit	each	\$ 47.49	\$ 52.50
Services			
Services 600 volts or less and not over 1000 aperers in rating	each	\$ 47.49	\$ 105.00
Services over 600 volts or over 1000 amperes in rating	each	\$ 63.32	\$ 157.50
Subpanels	each	\$ 31.66	\$ 35.00

BUILDING DIVISION - EMP FEES			
FEE TYPES --- MECHANICAL	UNIT	CURRENT	PROPOSED
Permit Issuance	each	\$ 31.66	\$ 50.00
Stand Alone Permit - Plan Check	hourly	\$ 95.00	\$ 105.00
UNIT FEES:			
Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)	each	\$ 63.32	\$ 70.00
Install/Relocate each floor furnace (including vent)	each	\$ 63.32	\$ 70.00
Install/Relocate each suspended heater, recessed wall heater, or floor-mounted unit htr.	each	\$ 63.32	\$ 70.00
Install/Relocate/Replace each appliance vent installed and not included in an appliance permit	each	\$ 63.32	\$ 70.00
Repair/Alternation/Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system, including installation of controls required by the code	each	\$ 55.41	\$ 61.25
Install/Relocate each boiler or compressor, or each absorption system	each	\$ 55.41	\$ 61.25
Each air-handling unit, including attached ducts up to 10,000 CFM	each	\$ 63.32	\$ 70.00
Each air-handling unit over 10,000 CFM	each	\$ 63.32	\$ 70.00
Each evaporative cooler other than portable type	each	\$ 31.66	\$ 35.00
Each ventilation fan connected to a single duct	each	\$ 47.49	\$ 52.50
Each ventilation system which is not a portion of any heating or air-conditioning system	each	\$ 55.41	\$ 61.25
Installation of each hood which is served by a mechanical exhaust, including the ducts for such hood	each	\$ 63.32	\$ 70.00
Install/Relocate each incinerator	each	\$ 47.49	\$ 52.50
Each appliance or piece of equipment regulated by this code but not classified in other appliance categories, or for which no other fee is listed in this code	each	\$ 47.49	\$ 52.50
Other mechanical inspections not noted above	hourly	\$ 95.00	\$ 105.00

Attachment: Draft Community Development Fees (CD: Community Development Fee Schedule)

BUILDING DIVISION - EMP FEES			
FEE TYPES --- PLUMBING	UNIT	CURRENT	PROPOSED
Permit Issuance	each	\$ 31.66	\$ 50.00
Stand Alone Permit - Plan Check	hourly	\$ 95.00	\$ 105.00
UNIT FEES:			
Plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping, and backflow protection therefore)	each	\$ 31.66	\$ 35.00
Building or trailer park sewer	each	\$ 47.49	\$ 52.50
Rainwater system - inside building	per drain	\$ 15.83	\$ 17.50
Cesspool where permitted	each	\$ 23.75	\$ 26.25
Private sewage disposal system	each	\$ 94.98	\$ 105.00
Water heater and/or vent	each	\$ 31.66	\$ 35.00
Gas piping system	1 to 5 outlets	\$ 47.49	\$ 52.50
Additional outlets	each	\$ 3.17	\$ 3.50
Medical gas piping system	1 to 5 outlets	\$ 47.49	\$ 52.50
Additional outlets	each	\$ 7.92	\$ 8.75
Industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixtures traps	each	\$ 47.49	\$ 52.50
Installation/Alteration/Repair of water piping and/or water treating equipment	each	\$ 47.49	\$ 52.50
Repair/Alteration or drainage or vent piping	each	\$ 47.49	\$ 52.50
Lawn sprinkler system on any one meter, including backflow protection devices therefore	each	\$ 31.66	\$ 35.00
Backflow devices not included in other fee services	each	\$ 31.66	\$ 35.00
Atmospheric-type vacuum breakers not included in other fee services	1 to 5 outlets	\$ 31.66	\$ 35.00
Additional outlets	each	\$ 1.58	\$ 1.75
Other plumbing and gas inspections not noted above	hourly	\$ 95.00	\$ 105.00

BUILDING DIVISION - MISCELLANEOUS FEES			PROPOSED		
MISCELLANEOUS FEES & CODE COMPLIANCE	UNIT	CURRENT	P.I.	PC	INSP.
Address Assignments	each	\$ 2.85			\$ 3.1
Additions, Residential	up to 300 SF	\$ 449.26	\$ 50.00	\$ 157.50	\$ 304.5
Additional SF	SF	\$ 0.90		\$ 0.26	\$ 0.7
Antennas - Telecom Facility (towers)	each	\$ 221.30	\$ 50.00	\$ 52.50	\$ 157.5
Antenna Installations	each antenna	\$ 94.03	\$ 50.00	\$ 35.00	\$ 35.0
Awning/canopy (supported by the building)	up to 2	\$ 86.43	\$ 50.00	\$ 26.25	\$ 35.0
Additional	each	\$ 7.60		\$ 3.15	\$ 5.2
Balcony Addition	up to 200 SF	\$ 164.32	\$ 50.00	\$ 52.50	\$ 94.5
Additional	over 200 SF	\$ 7.60		\$ 105.00	\$ 141.7
Carport (200 SF)	≤ 200 SF	\$ 102.58	\$ 50.00	\$ 52.50	\$ 106.0
Additional SF on same side (over 200 SF)	over 200 SF	\$ 7.60		\$ 105.00	\$ 159.0
Commercial Coach	each bldg.	\$ 292.54	\$ 50.00	\$ 52.50	\$ 210.0
Deck (wood)	up to 200 SF	\$ 164.32	\$ 50.00	\$ 52.50	\$ 157.5
Additional (over 200 SF)	over 200 SF	\$ 7.60		\$ 105.00	\$ 236.2
Demolition - Commercial	each structure	\$ 160.00	\$ 50.00	\$ 52.50	\$ 160.0
Residential	each structure	\$ 110.00	\$ 50.00	\$ 52.50	\$ 110.0
Fence - Non-Masonry, over 7 feet high	up to 100 LF	\$ 110.18	\$ 50.00	\$ 52.50	\$ 52.5
Non-Masonry, Additional	LF	\$ 0.57		\$ 105.00	\$ 0.5
Masonry, all heights	up to 100 LF	\$ 173.81	\$ 50.00	\$ 52.50	\$ 105.0
Masonry, Additional	LF	\$ 0.66		\$ 105.00	\$ 0.6
Fireplace - Masonry	each	\$ 178.56	\$ 50.00	\$ 52.50	\$ 169.0
Pre-Fabricated/Metal/Inserts	each	\$ 102.58	\$ 50.00	\$ 52.50	\$ 52.5
Flag Pole	each	\$ 110.18	\$ 50.00	\$ 26.25	\$ 52.5
Foundation Only Valuation based on \$5.00 per square foot	SF	N/A	\$ 50.00	See Valuation Chart	
Repair	up to 100 LF	\$ 157.67	\$ 50.00	\$ 52.50	\$ 105.0
Addition	LF	\$ 0.66		\$ 105.00	\$ 0.6
Lighting Poles	first one	\$ 71.24	\$ 50.00	\$ 17.50	\$ 26.2
Additional Poles	each	\$ 6.65		\$ 2.10	\$ 5.2
Moved Buildings	each bldg.	\$ 268.80	\$ 50.00	\$ 105.00	\$ 157.5
Plus mileage cost outside city limits (Current Government Rate)	mile	per city			
Partitions - Commercial, Interior	up to 30 LF	\$ 110.18	\$ 50.00	\$ 35.00	\$ 52.5
Additional	LF	\$ 1.14		\$ 0.42	\$ 0.8
Partitions - Residential, Interior	up to 30 LF	\$ 110.18	\$ 50.00	\$ 35.00	\$ 32.5
Additional	LF	\$ 1.14	\$ 50.00	\$ 0.42	\$ 0.8
Covered Patio/Trellis/Arbor (not enclosed)	up to 300 SF	\$ 205.16	\$ 50.00	\$ 52.50	\$ 157.5
Additional Patio/Tressis/Arbor	each 300 SF	\$ 55.09		\$ 26.25	\$ 35.0
Enclosed Patio/Porch	up to 300 SF	\$ 297.29	\$ 50.00	\$ 84.00	\$ 210.0
Additional Enclosed Patio/Porch	each 300 SF	\$ 104.48		\$ 31.50	\$ 84.0
Pile Foundation - Cast-in-place Concrete	up to 10 piles	\$ 178.56	\$ 50.00	\$ 78.75	\$ 84.0
Additional Piles	each	\$ 18.05		\$ 13.65	\$ 6.3
Driven (any type)	up to 10 piles	\$ 178.56	\$ 50.00	\$ 78.75	\$ 84.0
Additional Piles	each	\$ 18.05	\$ 50.00	\$ 13.65	\$ 6.3
Plan Review Fee in excess of Submittal and two re-checks	per hour			\$ 105.00	

Attachment: Draft Community Development Fees (CD: Community Development Fee Schedule)

Remodel, Residential	up to 300 SF	\$ 316.29	\$ 50.00	\$ 105.00	\$ 210.00
Additional Remodel	SF	\$ 0.66		\$ 0.21	\$ 0.50
Re-Roof - Residential, Roof over	each	\$ 102.00	\$ 50.00	\$ 35.00	\$ 78.75
Tear-off	each	\$ 150.00	\$ 50.00	\$ 35.00	\$ 131.25
Commercial	each	\$ 221.00	\$ 50.00	\$ 52.50	\$ 157.50
Permit Issuance	each		\$ 50.00		
Retaining Walls (concrete or masonry)	up to 50 LF	\$ 133.92	\$ 50.00	\$ 35.00	\$ 78.75
Additional	LF	\$ 0.66		\$ 0.21	\$ 0.50
Siding - Stone and Brick Veneer	up to 400 SF	\$ 173.81	\$ 50.00	\$ 52.50	\$ 105.00
Stucco	up to 400 SF	\$ 125.37	\$ 50.00	\$ 35.00	\$ 70.00
All Others	up to 400 SF	\$ 166.22	\$ 50.00	\$ 52.50	\$ 96.60
Additional Siding (all types)	SF	\$ 0.20		\$ 0.16	\$ 0.20
Signs	per site	\$ 110.18	\$ 50.00	\$ 35.00	\$ 52.50
Skylights - up to 10 SF	each	\$ 126.32	\$ 50.00	\$ 26.25	\$ 78.75
Over 10 SF or Structural work involved	each	\$ 157.67	\$ 50.00	\$ 35.00	\$ 105.00
Solar Panels, Pool Heating	each job	\$ 212.76	\$ 50.00	\$ 70.00	\$ 131.25
Stairs	first flight	\$ 173.81	\$ 50.00	\$ 52.50	\$ 105.00
Additional	per flight	\$ 33.24		\$ 10.50	\$ 26.25
Storage racks (shelving) - 0 to 8 ft high	up to 100 LF	\$ 110.18	\$ 50.00	\$ 52.50	\$ 35.00
Additional	LF	\$ 0.33		\$ 0.11	\$ 0.20
Over 8 ft high	up to 100 LF	\$ 150.07	\$ 50.00	\$ 78.75	\$ 52.50
Additional	LF	\$ 0.38		\$ 0.11	\$ 0.30
Swimming Pools/Spas	each	\$ 245.00	\$ 50.00	\$ 78.25	\$ 157.50
Heater	each	\$ 40.00		\$ 26.25	\$ 17.80
Spa or Hot Tub, Prefabricated	each	\$ 102.00	\$ 50.00	\$ 26.29	\$ 52.50
Wells	each	\$ 140.00	\$ 50.00		\$ 140.00
Windows and Doors - Replacement	each 3	\$ 94.00	\$ 50.00	\$ 16.80	\$ 52.50
New	each 3	\$ 109.23	\$ 50.00	\$ 26.25	\$ 59.80
New (Structural, in shearwall or masonry)	each 3	\$ 124.42	\$ 50.00	\$ 35.00	\$ 68.20
Bay window, Sliding glass doors, French doors	each 3	\$ 158.62	\$ 50.00		
Health and Safety Inspection	each	\$ 87.00			\$ 105.00
Miscellaneous Repairs (Items not covered anywhere else in this fee schedule)					
(Based on Valuation of the Work)					
\$1.00 to \$1,000.00			\$ 50.00	\$ 38.85	\$ 45.10
\$1,001.00 to \$5,000.00			\$ 50.00	\$ 111.30	\$ 130.20
\$5,001.00 to \$10,000.00			\$ 50.00	\$ 180.60	\$ 212.10
\$10,001.00 to \$15,000.00			\$ 50.00	\$ 249.90	\$ 294.00
\$15,001.00 to 20,000.00			\$ 50.00	\$ 320.25	\$ 375.90
\$20,001.00 to 25,000.00			\$ 50.00	\$ 389.55	\$ 457.80
\$25,001.00 to \$30,000.00			\$ 50.00	\$ 438.90	\$ 516.60
\$30,001.00 and greater \$1.80 per \$1,000.00 valuation			\$ 50.00		
Proposed: \$30,001.00 and greater \$1.94 per \$1,000.00 valuation + \$30,000.00 fee					

Attachment: Draft Community Development Fees (CD: Community Development Fee Schedule)

BUILDING DIVISION - FEES			
OTHER INSPECTIONS AND FEES	UNIT	CURRENT	PROPOSED
Inspections outside of normal business hours, (minimum charge of two hours at time and one-half)	hourly @ 1 1/2	\$ 157.50	\$ 315.00
Each additional hour or portion thereof at time and one-half	hourly @ 1 1/2	\$ 157.50	\$ 157.50
Reinspection Fee	per reinspection	\$ 105.00	\$ 105.00
Inspection for which no fee is specifically indicated (minimum charge 1/2 hour)	hourly	\$ 105.00	\$ 105.00
Additional plan review required because of changes, additions, or revisions to approved plans (minimum charge 1 hour)	hourly	\$ 105.00	\$ 105.00
Outside plan check consultants-Actual cost to the city X 133%	hourly	\$ 105.00	Cost X 133%
Compliance Inspection	each	\$ 147.00	\$ 157.50
Deferred Submittals	hourly	\$ 105.00	\$ 105.00
Duplicate Permit or Job Cards	each	\$ 5.00	\$ 10.00
Work without permit - \$500.00 or 2X permit fee - whichever is greater	each	N/A	\$500.00 or 2X Fee

BUILDING VALUATION DATA - AUGUST 2018

Provided by International Code Council Revised every 6 months at www.ICCsafe.org

Square Foot Construction Costs^{a,b,c}

Group (2018 International Bldg. Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	\$ 244.21	\$ 236.18	\$ 230.55	\$ 221.01	\$ 207.82	\$ 201.82	\$ 214.02	\$ 189.83	\$ 182.7
A-1 Assembly, theaters, without stage	\$ 223.45	\$ 215.42	\$ 209.80	\$ 200.25	\$ 187.31	\$ 181.32	\$ 193.26	\$ 169.33	\$ 162.2
A-2 Assembly, nightclubs	\$ 190.08	\$ 184.73	\$ 180.34	\$ 172.99	\$ 163.33	\$ 158.82	\$ 166.99	\$ 147.83	\$ 142.9
A-2 Assembly, restaurants, bars, banquet halls	\$ 189.08	\$ 183.73	\$ 178.34	\$ 171.99	\$ 161.33	\$ 157.82	\$ 165.99	\$ 145.83	\$ 141.9
A-3 Assembly, churches	\$ 224.47	\$ 216.44	\$ 210.82	\$ 201.27	\$ 189.73	\$ 183.73	\$ 194.28	\$ 171.74	\$ 164.6
A-3 Assembly, general, community halls, libraries, museums	\$ 188.77	\$ 180.74	\$ 174.11	\$ 165.57	\$ 151.59	\$ 146.63	\$ 158.58	\$ 133.64	\$ 127.5
A-4 Assembly, arenas	\$ 222.45	\$ 214.42	\$ 207.80	\$ 199.25	\$ 185.31	\$ 180.32	\$ 192.26	\$ 167.33	\$ 161.2
B Business	\$ 195.88	\$ 188.76	\$ 182.90	\$ 173.98	\$ 159.08	\$ 153.13	\$ 167.31	\$ 139.76	\$ 133.6
E Educational	\$ 207.44	\$ 200.32	\$ 195.11	\$ 186.22	\$ 173.62	\$ 164.85	\$ 179.83	\$ 151.63	\$ 147.3
F-1 Factory and industrial, moderate hazard	\$ 115.30	\$ 109.99	\$ 103.87	\$ 99.84	\$ 89.72	\$ 85.56	\$ 95.69	\$ 73.79	\$ 69.5
F-2 Factory and industrial, low hazard	\$ 114.30	\$ 108.99	\$ 103.87	\$ 98.84	\$ 89.72	\$ 84.56	\$ 94.69	\$ 73.79	\$ 68.5
H-1 High Hazard, explosives	\$ 107.85	\$ 102.54	\$ 97.43	\$ 92.40	\$ 83.50	\$ 78.33	\$ 88.25	\$ 67.57	N.P.
H234 High Hazard	\$ 107.85	\$ 102.54	\$ 97.43	\$ 92.40	\$ 83.50	\$ 78.33	\$ 88.25	\$ 67.57	\$ 62.3
H-5 HPM	\$ 195.88	\$ 188.76	\$ 182.90	\$ 173.98	\$ 159.08	\$ 153.13	\$ 167.31	\$ 139.76	\$ 133.6
I-1 Institutional, supervised environment	\$ 194.98	\$ 188.36	\$ 182.90	\$ 175.20	\$ 161.40	\$ 157.01	\$ 175.29	\$ 144.58	\$ 140.0
I-2 institutional, hospitals	\$ 327.69	\$ 320.57	\$ 314.72	\$ 305.80	\$ 289.87	N.P.	\$ 299.12	\$ 270.56	N.P.
I-2 Institutional, nursing homes	\$ 227.45	\$ 220.33	\$ 214.47	\$ 205.56	\$ 191.65	N.P.	\$ 198.88	\$ 172.34	N.P.
I-3 Institutional, restrained	\$ 222.66	\$ 215.54	\$ 209.69	\$ 200.77	\$ 187.11	\$ 180.16	\$ 194.09	\$ 167.80	\$ 159.7
I-4 Institutional, day care facilities	\$ 194.98	\$ 188.36	\$ 182.90	\$ 175.20	\$ 161.40	\$ 157.01	\$ 175.29	\$ 144.58	\$ 140.0
M Mercantile	\$ 141.54	\$ 136.19	\$ 130.80	\$ 124.45	\$ 114.24	\$ 110.73	\$ 118.45	\$ 98.74	\$ 94.8
R-1 Residential, hotels	\$ 196.81	\$ 190.20	\$ 184.74	\$ 177.03	\$ 162.97	\$ 158.58	\$ 177.13	\$ 146.15	\$ 141.6
R-2 Residential, multiple family	\$ 165.05	\$ 158.44	\$ 152.98	\$ 145.27	\$ 132.00	\$ 127.61	\$ 145.37	\$ 115.18	\$ 110.6
R-3 Residential, one-and two-family ^d	\$ 154.04	\$ 149.85	\$ 145.98	\$ 142.32	\$ 137.11	\$ 133.50	\$ 139.93	\$ 128.29	\$ 120.7
R-4 Residential, care/assisted living facilities	\$ 194.98	\$ 188.36	\$ 182.90	\$ 175.20	\$ 161.40	\$ 157.01	\$ 175.29	\$ 144.58	\$ 140.0
S-1 Storage, moderate hazard	\$ 106.85	\$ 101.54	\$ 95.43	\$ 91.40	\$ 81.50	\$ 77.33	\$ 87.25	\$ 65.57	\$ 61.3
S-2 Storage, low hazard	\$ 105.85	\$ 100.54	\$ 95.43	\$ 90.40	\$ 81.50	\$ 76.33	\$ 86.25	\$ 65.57	\$ 60.3
U Utility, miscellaneous	\$ 83.66	\$ 79.00	\$ 74.06	\$ 70.37	\$ 63.47	\$ 59.32	\$ 67.24	\$ 50.19	\$ 47.8

a. Private Garages use Utility, misc.

c. N.P. = not permitted

b. For shell only building deduct 20%

d. Unfinished basements (Group R-3) = \$22.45 per sq.ft.

Apply Building Valuation Data to this Table**TABLE 1-A - BUILDING INSPECTION FEES**

Attachment: Draft Community Development Fees (CD: Community Development Fee Schedule)

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
Plan Review Fees will be 65% of Building Inspection Fees	
A contract, signed by all parties, for the cost to build a specific project may be substituted for the Building Valuation Data sheet as determined by the building official	



AGENDA STAFF REPORT

MEETING DATE: 6/4/2019	AGENDA SECTION: C
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SUBJECT:

Administration: Discussion and direction to Staff regarding the development of a Landscape and Lighting Assessment District in preparation for the acquisition and development of a park in an existing neighborhood.

RECOMMENDATION:

The council discuss and provide direction to staff regarding the development of a Landscape and Lighting Assessment District in preparation for the acquisition and development of a park in an existing neighborhood.

BACKGROUND:

At the Council meeting held on May 21, 2019, Council requested Staff prepare an agenda item to allow for the discussion of the City's role in allowing property owners in an existing subdivision to vote on the formation of a Landscape and Lighting Assessment District to fund the maintenance, and potential acquisition and development of a parcel that was previously a park in the neighborhood. The previous park was developed under a Homeowner's Association that required the operational activity to be handled by the property owners themselves. This resulted in the park space falling into disrepair, and falling delinquent on the property taxes owed.

The County Assessor sold the property in a tax default sale to Self Help Enterprises. Self Help purchased the site in anticipation of developing three affordable housing units. To date, Self Help has spent money on the preparation of a new site plan and the formation of three separate parcels. Other development costs have also been incurred.

The request of the Council was to negotiate a real property exchange with Self Help for substitute lots on which to develop the affordable units. The City of Hanford recently acquired four lots in a developing subdivision for the exclusive purpose of providing affordable housing.

The other aspect of this proposal requires the establishment of a Landscape and Lighting Assessment District for the purpose of providing to revenue to acquire, develop, and/or maintain

the new park. The City Attorney has outlined the steps necessary to form the new District, which would be administered by the City of Hanford. The outline is attached for Council's review and discussion.

FISCAL IMPACT:

No fiscal impact until direction is given.

ATTACHMENTS:

2019.05.29 Summary - Formation of LLAD

FORMATION OF LANDSCAPE & LIGHTING ASSESSMENT DISTRICTS

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Governing Law: Landscape and Lighting Act of 1972 (Streets & Highways Code §22500, et seq.)

Resolution to Initiate Formation: Council begins formation process by adopting resolution that:

- Proposes district formation.
- Describes improvements.
- Describes proposed district.
- Orders City Engineer to file a report containing:
 - Plans and specs for improvements.
 - Estimated costs for improvements.
 - Diagram of district.
 - Assessment of estimated costs:
 - Districtwide costs;
 - Description of each assessable lot; and
 - Apportionment of total annual assessment between parcels.

(Streets & Highways Code §§ 22582, 22567, and 22569)

Resolution of Intention: After approving Engineer's Report, Council adopts resolution of intention that:

- Declares Council's intention to form assessment district.
- Describes improvements.
- Refers to proposed district by distinctive designation and general location.
- Refers to Engineer's Report for detailed description of improvements and district boundaries.

- Gives notice time and place for hearing on district formation and levy of assessment.

(Streets & Highways Code § 22587)

Hearing Notice, Ballot Tabulation, and Majority Protest

- Hearing Notice.
 - Notice is mailed to record owner of each parcel within the proposed district at least 45 days prior to hearing date.
 - Notices shall include:
 - Total amount of proposed assessment;
 - Amount chargeable to the owner's parcel;
 - Duration of payments;
 - Reason for assessment and basis for assessment calculation;
 - Date, time, and location of hearing;
 - Ballot;
 - Summary of procedure for completion, return, and tabulation of ballots; and
 - Statement that the district will not be formed and no assessment will be levied if the number of opposition ballots exceeds the number of in-favor ballots.
- Tabulation. Ballots are tabulated at conclusion of hearing.
- Majority Protest: Majority protest exists if number of opposition ballots exceeds the number of in-favor ballots. Council may not form district and levy assessments if majority protest occurs.

(Gov. Code § 53753 and Streets & Highways Code § 22592.)

Resolution Forming District and Levying Assessment: If no majority protest, the Council may adopt resolution ordering district formation and assessment levy (Streets & Highways Code § 22594).