



**CITY COUNCIL/SUCCESSOR AGENCY/
FINANCING/HOUSING/POWER/
CALIFORNIA CHOICE ENERGY AUTHORITY
REGULAR MEETING
AGENDA**

Tuesday

February 25, 2020

Regular Meeting – **5:00 p.m.**

Council Chambers – Lancaster City Hall

The City Clerk/Agency/Authority Secretary hereby declares the agenda was posted
by 5:00 p.m. on Friday, February 21, 2020
at the entrance to the Lancaster City Hall Council Chambers.
44933 Fern Avenue, Lancaster, CA 93534

LEGISLATIVE BODY

City Council/Successor Agency/Financing/Power/ California Choice Energy Authority

Mayor/Chair R. Rex Parris

Vice Mayor/Vice Chair Marvin Crist

Council Member/Agency Director/Authority Member Darrell Dorris

Council Member/Agency Director/Authority Member Raj Malhi

Council Member/Agency Director/Authority Member Ken Mann

Housing Authority

Deputy Mayor/Chair Kitty Kit Yee Szeto

Vice Chair Marvin Crist

Deputy Mayor/Authority Member Cassandra Harvey

Authority Member Raj Malhi

Authority Member Ken Mann

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AGENDA ITEMS TO BE REMOVED

Sometimes it is necessary to remove items from the agenda. We apologize for any inconvenience this may cause you.

PUBLIC BUSINESS FROM THE FLOOR - AGENDIZED ITEMS

Any person who would like to address the Legislative Bodies on any agendized item is requested to complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the agenda item you would like to discuss. Each person will be given an opportunity to address the Legislative Body at the time such item is discussed. Speaker cards are available at the rear of the Council Chambers and your speaker card must be filled out and submitted *prior* to the agenda item being called. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. *Individual speakers are limited to three (3) minutes each unless a different time limit is announced.*

Consent Calendar items under the Legislative Body may be acted upon with one motion, a second and the vote. If you desire to speak on an item or items on the Consent Calendar, you may fill out one speaker card for the Consent Calendar. You will be given three minutes, unless a different time limit is announced, to address your concerns before the Legislative Body takes action on the Consent Calendar.

CALL TO ORDER

City Council/Successor Agency/Financing/Power/ California Choice Energy Authority

ROLL CALL

City Council Members /Agency Directors /Authority Members: Dorris, Malhi, Mann;
Vice Mayor/Vice Chair Crist, Mayor/Chair Parris

ROLL CALL

Housing Authority Members: Harvey, Malhi, Mann; Vice Chair Crist; Chair Szeto

INVOCATION

Pastor John Meadors, Christian Life Assembly

PLEDGE OF ALLEGIANCE

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PRESENTATIONS

1. Recognition of Jack Cole and Jeff Souleles, Lance Camper Co-Vice Presidents, for their dedicated service and retirement from Lance Camper
Presenter: Mayor Parris

2. Recognition of agencies and individuals who helped with the Owen Memorial Unveiling Ceremony
Presenter: Mayor Parris

3. Robotics Team Presentation
Presenter: Aerospace Valley Robotics

HOUSING AUTHORITY ACTIONS

CONSENT CALENDAR

HA CC 1. Approve Multi-Year Professional Service Agreements with each of the pre-qualified consulting firms on the attached list, and authorize the City Manager, or his designee, to execute all task orders.

In November 2019, the City advertised a Request for Qualifications (RFQ 720-19) for an Affordable Housing Financial and Development Advisor from professional consulting firms to support the Affordable Housing Development program. The firms on the attached list are recommended to be pre-qualified until February 2022. The Multi-Year Agreement will permit City staff to issue Task Orders for individual projects as needed. This process will expedite the completion of the projects, thus accelerating the City's ability to assist in meeting the housing needs of the Lancaster community.

NEW BUSINESS

HA NB 1. Appropriation for Lancaster Housing Authority Initiatives

Recommendation:

Appropriate \$200,000 from Lancaster Housing Authority Fund Balance Account No. 306-2900-000 to expenditure Account No. 306-4240-301.

The recommended appropriation is intended to cover costs for experienced experts in affordable housing to conduct a comprehensive financial analysis and propose a financing and implementation plan for the construction of both projects, as well as projected costs for subsequent steps such as preparation and management of an RFQ/RFP process. These developments will not only contribute to meeting the housing needs of area residents, but also provide a lower cost of living by significantly reducing – and potentially even eliminating – residents' energy bills.

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COUNCIL ACTIONS

MINUTES

M 1. Approve the City Council/Successor Agency/Financing/ Power/ California Choice Energy Authority Regular Meeting Minutes of February 11, 2020.

CONSENT CALENDAR

CCEA CC 1. Approve Second Amended and Restated Bylaws of the California Choice Energy Authority, and authorize the Executive Director, or designee, to execute all necessary documents.

This Amended and Restated Bylaws adds Section 5.4, which allows a Member, upon request, to terminate its membership in the Authority upon the conclusion of the term of, or assignment to the Member, of every energy or other contract that the Authority has entered into on behalf of the Member.

CCEA CC 2. Resolution Authorizing the City of Santa Barbara to Enter into the Joint Exercise of Powers Agreement for the California Choice Energy Authority and Administrative Services Agreement with the City of Santa Barbara

- a. Adopt **Resolution No. CCEA 01-20**, approving and authorizing the City of Santa Barbara to enter into the Joint Exercise of Powers Agreement for the California Choice Energy Authority.
- b. Approve Administrative Services Agreement with the City of Santa Barbara and authorize the Executive Director, or his designee, to sign all documents.

Santa Barbara is now at the point where they are considering joining CalChoice as an Associate Member and executing an Administrative Services Agreement with CalChoice for operational and administrative support services. On February 25, 2020, Santa Barbara will introduce an Ordinance to join CalChoice, and seek approval to enter into an Administrative Services Agreement with CalChoice for the purpose of receiving operational and administrative support services, including the purchase and sale of electricity, technical support, and data management services, on behalf of their CCA, which is targeted to launch in May 2021.

CC 1. Waive further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)

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CC 2. Approve the Check and Wire Registers for January 19, 2020 through February 1, 2020 in the amount of \$6,070,713.26. Approve the Check Registers as presented.

At each regular City Council Meeting, the City Council is presented with check and ACH/wire registers listing the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects issued the prior three to four weeks. This process provides the City Council the opportunity to review the expenditures of the City. Claims are paid via checks, Automated Clearing House (ACH) payments, or federal wires. The justifying backup information for each expenditure is available in the Finance Department.

CC 3. Accept and approve the January 2020 Monthly Report of Investments as submitted.

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City's Comprehensive Annual Financial Report.

CC 4. Resolution Authorizing the Los Angeles County Development Authority (LACDA) to Issue Bonds or Notes in an Amount Not to Exceed \$20,000,000 and Make/or Acquire Mortgage Loans to Finance the Development of a Multifamily Rental Housing Project in the City of Lancaster, California

- a. Adopt **Resolution No. 20-06**, authorizing the Los Angeles County Development Authority to issue bonds or notes in an amount not to exceed \$20,000,000 and make/or acquire mortgage loans to finance the development of a multifamily rental housing project; and
- b. Authorize City Manager to execute the interlocal cooperation agreement between the City of Lancaster and the County of Los Angeles.

As part of the financing process, Cherry on Top LP is working with the Los Angeles Community Development Authority (LACDA) as their issuer to submit a bond application to the California Department Limit Allocation Committee (CDLAC) in 2019. CDLAC will then have a bond hearing allocation meeting in March 2020. In order for LACDA to serve as the issuer, the City will need to issue a Resolution authorizing LACDA to issue the bonds and sign an inter-local cooperation agreement.

CC 5. Adopt **Ordinance No. 1072**, amending Chapter 2.38 of the Lancaster Municipal Code abolishing the Lancaster Healthy Community Commission and creating the Antelope Valley Healthy Community Commission.

Ordinance No. 1072 abolishes the Lancaster Healthy Community Commission and creates the Antelope Valley Community Commission with the purpose of advocating for and promoting better health and well-being in the Antelope Valley.

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NEW BUSINESS

NB 1. Capital Improvement Program (CIP) Update

Recommendation:

Receive and file Capital Improvement Program (CIP) Update

COUNCIL AGENDA

CA 1. Consider nomination and appointment of Heather Varden as Deputy Mayor
Presenter: Mayor Parris

CA 2. Consider nomination and appointment of Keri Knittel as Deputy Mayor
Presenter: Mayor Parris

CA 3. Consider nomination and appointment of Daniel Tufts to the Planning Commission
Presenter: Mayor Parris

COUNCIL REPORTS

CR 1. Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority
Presenter: Vice Mayor Crist

CR 2. Council Reports

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

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CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

This portion of the agenda allows an individual the opportunity to address the Legislative Bodies on any item ***NOT ON THE AGENDA*** regarding City/Agency/Authority business and speaker cards must be submitted ***prior*** to the beginning of this portion of the Agenda. Please complete a speaker card for the City Clerk/Agency/Authority Secretary and identify the subject you would like to address. We respectfully request that you fill the cards out completely and print as clearly as possible. Following this procedure will allow for a smooth and timely process for the meeting and we appreciate your cooperation. State law prohibits the Legislative Body from taking action on items not on the agenda and your matter may be referred to the City Manager/Executive Director. ***Individual speakers are limited to three (3) minutes each unless a different time limit is announced.***

COUNCIL / AGENCY / AUTHORITY COMMENTS

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CLOSED SESSION

1. Conference with Legal Counsel - Anticipated Litigation: significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2) - two potential cases.
2. Conference with Legal Counsel - Anticipated Litigation: consideration of initiation of litigation pursuant to Government Code Section 54956.9(d) (4) - two potential cases.
3. Conference with Legal Counsel - Existing Litigation - Government Code Section 54956.9(d) (1)
4. Desert-Candle, LP v. Frontier Homes, LLC, LASC Case No. 20STCV05178
5. Kappler v. Lancaster, LASC 18STCVO4990
6. Better Neighborhoods v. Lancaster, LASC BS175020
7. Antelope Valley Groundwater Cases
Included Actions:
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Los Angeles, Case No. BC325201;
Los Angeles County Waterworks District No. 40 v. Diamond Farming Co.
Superior Court of California, County of Kern, Case No. S-1500-CV-254-348
Wm. Bolthouse Farms, Inc. v. City of Lancaster, Diamond Farming Co. v. City of Lancaster,
Diamond Farming Co. v. Palmdale Water District
Superior Court of California County of Riverside, consolidated actions;
Case Nos. RIC 353 840, RIC 344 436, RIC 344 668
8. Ramos v Patino, LASC Case No. MC027974
9. Lozoya v. City of Lancaster, LASC Case No. 19AVCV00714
10. Johnson v. City of Lancaster, LASC Case No. 19AVCV00824
11. Rahier v. City of Lancaster, LASC Case No. 19AVCV00163

ADJOURNMENT

Next Regular Meeting:

Tuesday, March 10, 2020 - 5:00 p.m.

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MEETING ASSISTANCE INFORMATION

In compliance with the Americans with Disabilities Act, this meeting will be held at a location accessible to persons with disabilities; if you need special assistance to participate in this meeting, please contact the City Clerk at (661)723-6020. Services such as American Sign Language interpreters, a reader during the meeting, and/or large print copies of the agenda are available. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing sign language interpreters, five or more business days notice is strongly recommended. For additional information, please contact the City Clerk at (661)723-6020.

AGENDA ADDENDUM INFORMATION

On occasion items may be added after the agenda has been mailed to subscribers. Copies of the agenda addendum item will be available at the City Clerk Department and are posted with the agenda on the windows of the City Council Chambers. For more information, please call the City Clerk Department at (661) 723-6020.

All documents available for public review are on file with the City Clerk Department.

M 1
02/25/20
JC

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MINUTES
February 11, 2020**

CALL TO ORDER

Mayor/Chair Parris called the meeting of the City Council/Successor Agency/Financing/Power/ California Choice Energy Authority to order at 5:02 pm.

ROLL CALL

PRESENT: City Council Members /Agency Directors /Authority Members: Dorris, Malhi, Mann; Vice Mayor/Vice Chair Crist, Mayor/Chair Parris

STAFF MEMBERS:

City Manager/Executive Director; Assistant City Manager/Deputy Executive Director; City Attorney/Agency/Authority Counsel; City Clerk/ Agency/Authority Secretary; Assistant City Clerk; Assistant to the City Manager, Administrative and Community Services Director; Parks, Recreation and Arts Director; Development Services Director; Finance Director; Chief of Police/Public Safety Director

INVOCATION

Brother Perry

PLEDGE OF ALLEGIANCE

Council Member Mann

PRESENTATIONS

1. Recognition of Employees Years of Service
Presenters: Jason Caudle, City Manager

2. Recognition of Linda Lawson, Kaiser Permanente Chief Administrative Officer, for her community contributions
Presenter: Mayor Parris

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3. Recognition of students and agencies involved in the Justice Sunday event
Presenter: Council Member Darrell Dorris, Council Member Mann & Jason Caudle, City Manger

Mayor Parris asked to wanted to move the Council Agenda up to deal with CA1 and CA2

M 1. MINUTES

On a motion by Vice Mayor Crist and seconded by Council Member Malhi, the City Council/Successor Agency/Financing/Power/California Choice Energy Authority approved the City Council/Successor Agency/Financing/Power/California Choice Energy Authority Regular Meeting Minutes of January 28, 2020, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CITY COUNCIL CONSENT CALENDAR

Item CC 4 was removed for separate discussion.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, the City Council approved the Consent Calendar, with the exception of Item No. CC 4 by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

Addressing the City Council on Item No. CC4:
Fran Sereseres- stated that she received her answer already.

On a motion by Vice Mayor Crist, and seconded by Council Member Malhi, the City Council approved Item No. CC4, by the following vote: 5-0-0-0: AYES: Dorris, Malhi, Mann, Crist; Parris; NOES: None; ABSTAIN: None; ABSENT: None

CC 1. ORDINANCE WAIVER

Waived further reading of any proposed ordinances. (This permits reading the title only in lieu of reciting the entire text.)

CC 2. CHECK REGISTERS

Approved the Check and Wire Registers for January 12, 2020 through January 18, 2020 in the amount of \$9,984,423.13.

CC 3. TERMINATION OF EASEMENTS

Approved Termination of Easement with First Valley National Bank; and authorized the City Manager, or his designee, to execute all related documents.

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CC 4. MULTI-YEAR PROFESSIONAL SERVICE AGREEMENT

Approved Multi-Year Professional Service Agreements with each of the pre-qualified consulting firms on the attached list, and authorized the City Manager, or his designee, to execute all task orders.

CC 5. RESOLUTION 20-04

Adopted **Resolution 20-04**, amending Resolution 19-08, establishing a benefits schedule for regular and probationary employees of the City.

NB 1. DISCUSSION AND POSSIBLE ADOPTION OF RESOLUTION NO. 20-05 AMENDMENT TO THE ADOPTED BUDGET AND CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2019-2020

The Finance Director, Pam Statsman presented the Staff Report for this item.

On a motion by Vice Mayor Crist and seconded by Council Member Dorris, the City Council adopted Resolution No. 20-05 amending the Adopted Budget and Capital Improvement Program for the Fiscal Year 2019-2020, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

NB 2. DISSCUION AND POSSIBLE ADOPTIONLANCASTER MUSEUM OF ART AND HISTORY ACCREDITATION DOCUMENTS

Andy Campognone, Manager- Arts presented the Staff Report.

On a motion by Vice Mayor Crist and seconded by Council Member Mann, approved the presented Core Operating Documents for the Lancaster Museum of Art and History (MOAH) to commence implementation, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

NB 3. DISSCUSSION TO AMEND THE LANCASTER MUNICIPAL CODE RELATING TO THE LANCASTER HEALTHY COMMUNITY COMMISSION

Allison Burns, City Attorney summarized the amendment to change name of Lancaster Healthy Community.

On a motion by Vice Mayor Crist, and seconded by Council Member Malhi, the City Council introduced Ordinance No. 1072 amending chapter 2.38 of the Lancaster Municipal Code abolishing the Lancaster Healthy Community Commission and creating the Antelope Valley Healthy

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Community Commission, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris;
NOES: None; ABSTAIN: None; ABSENT: None

CA 1. CONSIDER NOMINATION AND APPOINTMENT OF DR. LAWRENCE STOCK AS DEPUTY MAYOR

On a motion by Mayor Parris, and seconded by Vice Mayor Crist the City Council nominated and approved appointing Dr. Lawrence Stock as Deputy Mayor, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

CA 2. CONSIDER NOMINATION AND APPOINTMENT OF DR. JIN TRUONG AS DEPUTY MAYOR

On a motion by Mayor Parris and seconded by Vice Mayor Crist, the City Council nominated and approved appointing Dr. Jin Truong as Deputy Mayor, by the following vote: 5-0-0-0; AYES: Dorris, Malhi, Mann, Crist, Parris; NOES: None; ABSTAIN: None; ABSENT: None

Mayor Parris administered the Oaths of Office at this time.

Afterwards, Mayor Parris discussed the need of Lancaster having a hospital and introduced newly appointed Deputy Mayor Dr. Lawrence Stock to read letter to be submitted to the CEO of Palmdale Regional Hospital.

Dr. Lawrence Stock read a letter discussing the need to stop negative ad campaign regarding Measure AV for a new Antelope Valley Hospital. Also, expressed the Antelope Valley Hospital staff support of a new Antelope Valley Hospital.

Mayor Parris discussed City of Palmdale and Lancaster working well together in the past. Also, mentioned the City of Palmdale's power to change discussed topic.

CA 3. DISCUSSION AND POSSIBLE ACTION REGARDING NAMING ROUNDABOUTS

Mayor Parris proposed that 15th West and Lancaster Blvd roundabout be named after Vice Mayor Crist because of the amount of work put in the last past 10 years in the City with millions of grants and much accomplished by the city was because of Vice Mayor Crist's work.

Also, Mayor Parris proposed a roundabout be named after Dick Prutan because he flew hundreds of missions in Vietnam. Dick Prutan was a war hero. Mr. Prutan broke rocket speed record in late sixties (60's). Mr. Prutan built the voyager in the eighties (80's). Mayor Parris recommended the roundabout located on 15th East and Ave L be named after Dick Prutan.

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Allison Burns, City Attorney advised City Council to direct staff to go through the correct steps via the City's naming policy.

Addressing the City Council on this Item:

Jacob Johnson, Senior Pastor of the Growing Valley Baptist Church- nominated the roundabout located 15th St West and Challenger be named after Walter E Forte, Jr. Mr. Johnson discussed Mr. Forte, who is deceased was the first African-American contractor builder in the Antelope Valley. Mr. Forte insured families had adequate living conditions and built hundreds of homes.

Council Member Mann mentioned three roundabouts located within the City. Mayor Parris proposed discussing the third roundabout at the next council meeting.

No action was taken on this agenda item.

CR 1. COUNCIL REPORT ON THE ACTIVITIES OF THE BOARD OF DIRECTORS FOR DISTRICT NO. 14 OF THE COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

Vice Mayor Crist discussed working at Sanitation District allowing farmers to farm land that has laid vacant for many years, allowing water use owned by Water District; trying to combine Sanitation and Water District 40 to get more control. Council discussed figuring out ways to decrease sanitation fees and the fee increase getting in the way of positive developments.

CR 2. COUNCIL REPORTS

Commissioner Vose thanked Mayor Parris for getting in front of coronavirus issue.

CALIFORNIA CHOICE ENERGY AUTHORITY

No action required at this time.

LANCASTER HOUSING AUTHORITY

No action required at this time.

LANCASTER FINANCING AUTHORITY

No action required at this time.

LANCASTER POWER AUTHORITY

No action required at this time.

LANCASTER SUCCESSOR AGENCY

No action required at this time.

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CITY MANAGER / EXECUTIVE DIRECTOR ANNOUNCEMENTS

The City Manager discussed the Power Broker Breakfast with real estate community sharing challenges currently faced. Also, discussed success with community cleanup day in Mariposa. City Manager discussed opening of Skate Park on February 20, 2020. City Manager discussed attending the Owen Memorial dedication ceremony. City Manager discussed Toys R Us demolition and upcoming new use for its location.

CITY CLERK / AGENCY / AUTHORITY SECRETARY ANNOUNCEMENT

The City Clerk provided the public with the procedure to address the City Council/Successor Agency/Authority regarding non-agendized items.

PUBLIC BUSINESS FROM THE FLOOR - NON-AGENDIZED ITEMS

Addressing the City Council at this time:

Russel Rodenbucher – discussed homelessness issue, Kensington cost; provided copies of cost provided by state. Also, challenged council to visit Dream Center in Los Angeles.

George Beatty, Sr. - discussed wanting the city to adopt a plan to cite vehicles that are not registered.

Kurt O’Polka- discussed homelessness and issues with El Domingo Estates being trashed with fences and poles ripped out; homeless encamping in the area.

Heather Varden- discussed upcoming events such as the Advocate Screening at the City of Hope auditorium, Saturday, February 15, 2020 at 12:00 pm; *Everyone In 101* workshop at Kensington Campus. Also, advised that LA Hope can be reached for those that are in need.

Fran Sereseres – asked about the ribbon cutting for Community Center.

Toya Johnson- discussed the need for more resources and supportive services such as housing/furnishing for veterans within Lancaster/Antelope Valley.

David Paul- thanked Vice Mayor Crist for his outreach to veteran friend; discussed wonderful things in the city such as the Museum of Art & History.

COUNCIL / AGENCY / AUTHORITY COMMENTS

Vice Mayor Crist discussed zone cleanup was well done and the amount of trash that was cleaned up.

Council Member Mann discussed how thankful the citizens in the community where.

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ADJOURNMENT

Mayor Parris adjourned the meeting at 6:38 p.m. and stated the next City Council/Successor Agency/Financing/Power/California Choice Energy Authority meeting will be held on Tuesday, February 25, 2020 at 5:00 p.m.

PASSED, APPROVED and ADOPTED this 25TH day of February 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
CITY CLERK

R. REX PARRIS
MAYOR/CHAIRMAN

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STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }ss
CITY OF LANCASTER }

CERTIFICATION OF MINUTES
CITY COUNCIL/SUCCESSOR AGENCY/FINANCING/HOUSING/POWER/CALIFORNIA CHOICE
ENERGY AUTHORITY

I, _____, _____ of the City of Lancaster, CA, do hereby certify that this is a true and correct copy of the original City Council/Successor Agency/Financing/Housing/Power/California Choice Energy Authority Minutes, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, CA on this _____ day of _____, _____.

(seal)

STAFF REPORT
Lancaster Housing Authority

HA CC 1
02/25/20
JC

Date: February 25, 2020

To: Chair Szeto and Authority Members

From: Chenin Dow, Assistant to the City Manager
Christopher Aune, Housing Manager

Subject: **Multi-Year Professional Service Agreements**

Recommendation:

Approve Multi-Year Professional Service Agreements with each of the pre-qualified consulting firms on the attached list, and authorize the City Manager, or his designee, to execute all task orders.

Fiscal Impact:

Varies by project. Source of Funding: Housing Budget.

Background:

In November 2019, the City advertised a Request for Qualifications (RFQ 720-19) for an Affordable Housing Financial and Development Advisor from professional consulting firms to support the Affordable Housing Development program. Firms that provide financial and development advisory services associated with the development of affordable housing were encouraged to submit and demonstrate experience, qualifications, and project understanding and approach to perform the work. The RFQ was listed on the City's website and the City's online bidding service.

The proposals were submitted on December 19, 2019. Five (5) firms submitted proposals. A selection committee consisting of five (5) members reviewed and assessed the submittals. Based on the evaluations, four (4) firms were selected and placed on a pre-qualified list.

The firms on the attached list are recommended to be pre-qualified until February 2022. The Multi-Year Agreement will permit City staff to issue Task Orders for individual projects as needed. This process will expedite the completion of the projects, thus accelerating the City's ability to assist in meeting the housing needs of the Lancaster community.

CA:cd

Attachment:

List of Pre-Qualified Firms

**Multi-Year Professional Services RFQ 720-19
Pre-Qualified List of Consultants
February 2020 to February 2022**

Affordable Housing Financial and Development Advisor

- Affordable Housing Solutions + Development of Southern California
- Cty Housing
- Kimley-Horn and Associates, Inc.
- S.L.Leonard & Associates, Inc.

STAFF REPORT
Lancaster Housing Authority

HA NB 1
02/25/20
JC

Date: February 25, 2020

To: Chair Szeto and Authority Members

From: Chenin Dow, Assistant to the City Manager
Chris Aune, Housing Manager

Subject: **Appropriation for Lancaster Housing Authority Initiatives**

Recommendation:

Appropriate \$200,000 from Lancaster Housing Authority Fund Balance Account No. 306-2900-000 to expenditure Account No. 306-4240-301.

Fiscal Impact:

Up to \$200,000, to be appropriated from existing affordable housing funds designated for such purposes.

Background:

In an effort to meet Lancaster’s growing housing needs, the Lancaster Housing Authority is currently engaged in the development process to construct two major developments: HNR-1, a 78-unit duplex housing development to be located along the south side of Avenue I just west of Sierra Highway, and HNR-3, comprised of 265 single-family homes to be located along the north side of Avenue I west of 3rd Street East. Together, these projects are a key component of the City’s Advanced Energy Community, an initiative for which Lancaster Choice Energy has been awarded a \$5 million grant.

The next step in the development process is to determine the optimal financing structure to build the proposed developments. The recommended appropriation is intended to cover costs for experienced experts in affordable housing to conduct a comprehensive financial analysis and propose a financing and implementation plan for the construction of both projects, as well as projected costs for subsequent steps such as preparation and management of an RFQ/RFP process.

These developments will not only contribute to meeting the housing needs of area residents, but also provide a lower cost of living by significantly reducing – and potentially even eliminating – residents’ energy bills. As the proposed microgrid is, to our knowledge, the first of its kind in California, this project once again places Lancaster at the forefront of renewable energy.

CD:CA

STAFF REPORT
California Choice Energy Authority

CCEA CC 1
02/25/20
JC

Date: February 25, 2020

To: Chairman Parris and Authority Members

From: Jason Caudle, Executive Director

Subject: **Second Amended and Restated Bylaws of the California Choice Energy Authority**

Recommendation:

Approve Second Amended and Restated Bylaws of the California Choice Energy Authority, and authorize the Executive Director, or designee, to execute all necessary documents.

Fiscal Impact:

None

Background:

In 2012, Lancaster City Council adopted Resolution 12-59 forming the California Clean Energy Authority (Authority), a Joint Powers Agreement (JPA) with the City of San Jacinto with the purpose of expanding solar partnerships.

On March 28, 2017, Lancaster City Council adopted Resolution No. 02-17, adopting the first amendment to the JPA Agreement. The amendment changed the name of the JPA to California Choice Energy Authority to better reflect the Authority's purpose and administrative support to be provided to member cities for their Community Choice Aggregation (CCA) operational services.

The Authority currently has eleven associate members (Members), five of which have operational CCA programs; and three that will launch their CCA programs in 2020. At tonight's meeting the Authority is considering an action to approve the addition of Santa Barbara, bringing the total Members to twelve. As the JPA membership grows, CalChoice staff and General Counsel review the bylaws, with input from the Members, to ensure the bylaws are complete and provide the appropriate framework for the Authority and Members.

This Amended and Restated Bylaws adds Section 5.4, which allows a Member, upon request, to terminate its membership in the Authority upon the conclusion of the term of, or assignment to the Member, of every energy or other contract that the Authority has entered into on behalf of the Member.

Attachment:

Second Amended and Restated Bylaws of the California Choice Energy Authority

Second Amended and Restated Bylaws of
The California Choice Energy Authority
Approved:

ARTICLE 1 THE AUTHORITY

Section 1.1 Name

The official name of the Authority shall be the “California Choice Energy Authority.” The Authority was created pursuant to the Joint Exercise of Powers Agreement, dated August 14, 2012 (Agreement), between the City of Lancaster (“Lancaster”) and the City of San Jacinto (“San Jacinto”). The Authority has and may add additional members per the terms of the Joint Exercise of Power Agreement.

Section 1.2 Authority Board Members

The Authority shall be administered by a governing Board of Directors (the “Board”) as set forth in the Agreement.

Section 1.3 Principal Office

The principal office for the transaction of the business of the Authority shall be the Lancaster City Hall, located at 44933 Fern Avenue, Lancaster, California, or at such other place as may be designated by the Board by resolution.

Section 1.4 Compensation

Members of the Board shall receive no compensation for attendance at an Authority meeting. Authority Members may be reimbursed for any expenses actually incurred in connection with serving as a member of the Board.

Section 1.5 Conflicts of Interest

The Authority shall adopt a conflict of interest code pursuant to, and in accordance with, the Fair Political Practices Act.

ARTICLE 2 OFFICERS

Section 2.1 Officers

The Officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer/Auditor-Controller.

Section 2.2 Chair

The Chair shall be the Mayor of Lancaster and shall preside at all meetings of the Authority, but shall have no authority greater than any other board member except as set forth in the Agreement and/or these By-laws.

Section 2.3 Vice Chair

The Vice Chair shall be appointed by the Chair with consent of the remainder of the Board, and shall perform the duties of the Chair in the absence or incapacity of the Chair, until such time as a new Chair is selected or appointed.

Section 2.4 Executive Director

The Board shall appoint an Executive Director who shall be the City Manager of Lancaster, or his or her designee, and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by vote of the Board, the Executive Director or his or her designee shall sign all contracts, deeds and other instruments executed by the Authority. The Executive Director shall also perform other such functions and duties as may be delegated to him or her by vote of the Board.

Section 2.5 Secretary

The Board shall appoint a Clerk of the Board who shall be the City Clerk of Lancaster.

Section 2.6 Treasurer/Auditor-Controller

The Executive Director shall appoint a Treasurer/Auditor-Controller. Subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Treasurer/Auditor-Controller is designated as the public officer or person who has charge of, handles, or has access to any property of the authority, and shall file an official bond if so required by the Board in accordance with these By-laws and, as such, shall have the powers, duties and responsibilities specified in Section 6505.1 of the Joint Exercise of Powers Act (the "Act"), set forth at California Government Code Sections 6500 et seq., as amended. The Treasurer/Auditor-Controller shall perform all duties of a treasurer, as outlined in Section 6505.5 of the Act; however, the Board shall have the discretion to transfer this function to a certified public accountant, consistent with Section 6505.5.

Section 2.7 Confirmation of Officers

Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each fiscal year.

Section 2.8 Authority to Bind Authority

No member, officer, agent or employee of the Authority shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount, except to the extent that such person has been granted or delegated prior specific or general authority by vote of the Board.

ARTICLE 3 EMPLOYEES AND AGENTS

Section 3.1 Appointment of Employees and Agents

The Authority, through the Executive Director, may from time to time request from the respective authority Members the services of such personnel, counsel or agents, permanent or temporary, as may be necessary to carry out the business and affairs of the Authority. The Board, or the Executive Director if so delegated by vote of the Board, may in addition employ or contract with temporary professional and technical personnel for the performance of Authority business and affairs, on such terms and at such rates of compensation as the Board, or Executive Director if so delegated by the Board, may determine; provided, however, that adequate sources of funds are identified for the payment of such temporary professional and technical services. Staff from Authority Members supporting the Authority shall be paid/reimbursed from the Authority for all applicable time billed at their fully-burdened hourly rate, as approved by the Executive Director of the Authority or as pursuant to a reimbursement agreement.

ARTICLE 4 MEETINGS

Section 4.1 Ralph M. Brown Act

The Ralph M. Brown Act (Cal. Gov't Code §54950 et seq.) (the "Brown Act") applies to all meetings of the Board.

Section 4.2 Regular Meetings

The Board shall hold regular meetings as specified by Board resolution, and the date, hour and place of the regular meetings shall be fixed by such Board resolution. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

Section 4.3 Special Meetings

A special meeting may be called at any time by the Chair or the Executive Director in accordance with the Brown Act.

Section 4.4 Closed Sessions

Nothing contained in these By-laws shall be construed to prevent the Board from holding closed sessions during a regular or special meeting concerning any matter permitted by law to be considered in a closed session. All closed sessions shall be held pursuant to and in accordance with the Brown Act.

Section 4.5 Public Hearings

All public hearings held by the Board shall be held during regular or special meetings of the Board.

Section 4.6 Quorum

A majority of the authorized number of Board members shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other official purposes, except that less than a quorum may adjourn from time to time until a quorum is obtained. Any action or decision of the Authority shall be on motion duly approved by a majority of a quorum of the Board at a lawfully held meeting.

Section 4.7 Adjourning Meetings and Continuing Public Hearings to Other Times or Places
The Board may adjourn any meeting to a time and place specific in the order of adjournment. If all Board members are absent from any regular meeting or adjourned regular meeting, the Secretary or acting Secretary of the Authority may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided for special meetings unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be noticed and conducted in accordance with the Brown Act. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specific for regular meetings.

Any public hearing being held, or any hearing noticed or ordered to be held at any meeting may by order or notice of continuance be continued or re-continued to any subsequent meeting and to the same extent set forth herein for the adjournment of the meetings; provided, that if the hearing is continued to a time less than twenty-four (24) hours after the time specific in the order or notice of hearing a copy of the order or notice of continuance shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

Section 4.8 Order of Business.
The Executive Director shall prepare the agenda for all meetings of the Authority. Business shall be conducted according to the agenda, except when determined by the Board as permitted by law.

Section 4.9 Parliamentary Procedure
The presiding officer at the meeting shall determine the rules of conduct. The presiding officer may be guided by the rules of parliamentary procedure set forth in Robert's Rules of Order, but failure to follow Robert's Rules of Order shall not affect the validity of any action or motion duly taken or adopted by the board at any lawfully held meeting.

ARTICLE 5 ADDITION OR REMOVAL OF MEMBER AGENCY

Section 5.1 Adding Associate Member
The Board may decide to add an associate member by a majority vote and execution of the Associate Membership Agreement, attached hereto as Exhibit "A" and incorporated into these By-laws by reference.

Section 5.2 Associate Membership

Any local agency in the state of California may, with the approval of the Board, become an Associate Member of the Authority by delivering to the Authority an Associate Membership Agreement, substantially in the form attached as Exhibit "A," duly executed by the local agency's governing body. An Associate Member shall be entitled to participate in all programs and other undertakings of the Authority, including, without limitation, the construction and financing of any local public improvement, the establishment, implementation and operation of a Community Choice Aggregation (as defined in the Cal. Public Utilities Code), and/or any other Authority programs and undertakings.

An Associate Member shall not be entitled to representation on the Board of Directors or to vote on any matter coming before the Board. Upon the Board's approval of a local agency as a new Associate Member, the Chair, Vice Chair, Executive Director or other officer or staff member duly authorized by the Board for such purpose shall execute and deliver the applicable Associate Member Agreement to the new Associate Member.

Section 5.3 Committees.

The Board may establish any advisory committee as the Board deems appropriate to assist the Board in carrying out its functions. The Board may establish rules, regulations, policies, or procedures to govern any such committees and shall determine whether members shall be compensated or entitled to reimbursement for expenses.

5.3.1 The Board shall establish the following committee:

- a) Advisory Committee. The Board shall establish an advisory committee consisting of representatives from the Associate Members ("Member"). The Member representative may be an elected official, staff member or other representative as the Member determines to be appropriate and designates in writing. Participation in the Advisory Committee is voluntary on the part of each Member agency. The Advisory Committee shall not be active unless at least three Members have designated a Member representative in a writing submitted to the Board.

The primary purpose of the Advisory Committee is to review and recommend to the Board:

- a. A fiscal year budget;
- b. Agreements with 3rd-party consultants;
- c. Other responsibilities as the Board deems appropriate.

- b) Meetings of the Advisory Committee. All meetings of the Advisory Committee shall be held in accordance with the Ralph M. Brown Act. For the purposes of convening meetings and conducting business, unless otherwise provided in the bylaws, a majority of the members of the Advisory Committee shall constitute a quorum for the transaction of business, except that less than a quorum or the secretary of the Advisory Committee may adjourn meetings from time-to-time. As soon as practicable, but no later than the time of posting, the Secretary of the Advisory Committee shall provide notice and the agenda to the Board. Minutes of the Advisory Committee meetings shall be provided to the Board as soon practicable after approval by the Advisory Committee.
- c) Officers of the Advisory Committee. Unless otherwise determined by the Board, the Advisory Committee shall choose its officers, comprised of a Chairperson, a Vice-Chairperson and a Secretary. The Clerk of the Member agency of the appointed Secretary shall be the Clerk of the Advisory Committee.

Section 5.4 Termination of Associate Membership

An Associate Member may, upon request, terminate its membership in Authority upon the conclusion of the term of every Energy Contract that the Authority has entered into on behalf of the Associate Member that has not been assigned to the Associate Member. Upon receipt of an Associate Member's request to commence the process terminate its membership, the Authority shall take all reasonably practicable steps to assist the Associate Member to negotiate the assignment and assumption of all Energy Contracts that the Authority has entered into on behalf of the Associate Member to the Associate Member and otherwise to facilitate the Associate Member's disassociation from the Authority. Upon assignment and assumption of all Energy Contracts (or expiration of the term of each such Energy Contract), the Authority and the departing Associate Member shall negotiate and execute an agreement documenting the termination of the Associate Member's membership in Authority ("Termination Agreement") and assumption of all rights, duties and obligations pertaining to all Energy Contracts, Administrative Services Agreement(s), technical and/or operational support agreement(s) and/or other contracts entered by Authority on such Associate Member's behalf. The Authority shall be guided in its negotiation of the Termination Agreement by the principles of 1) ensuring the Authority and the Associate Member's financial obligations are fairly and equitably divided, including, but not limited to, requiring the departing Associate Member to replace and/or substitute collateral (or the applicable portion thereof) previously deposited by the Authority on such Associate Member's behalf; 2) making best efforts to facilitate the departing Associate Member's departure by negotiating in good faith for the assignment and/or termination of agreements with third parties entered into in whole or in part on behalf of such Associate Member without compromising Authority's ongoing contracts and/or relationships with such third parties; and 3) not unreasonably delaying, withholding and/or conditioning its consent to such Termination Agreement.

ARTICLE 6 AUTHORITY BONDS OR OTHER DEBT INSTRUMENTS

Section 6.1 Voting Requirement

The Authority shall not issue any bonds, certificates of participation or other debt instruments without prior approval of the Associate Members. Any Associate Member which does not approve issuance of a bond, certificate of participation or other debt instrument shall not be liable for the repayment of such bond, certificate of participation or other debt instrument.

ARTICLE 7 AMENDMENTS

Section 7.1 Amendment by the Board of Directors

The Board may, by resolution, adopt, amend or repeal the Authority's By-laws.

EXHIBIT "A"

ASSOCIATE MEMBERSHIP AGREEMENT
By and Between the California Choice Energy Authority and the
_____ , CALIFORNIA

This ASSOCIATE MEMBERSHIP AGREEMENT, dated _____, 20____, by and between the California Choice Energy Authority (the "Authority") and the _____, a _____ duly organized and existing under the laws of the State of California (the "_____") (collectively, the "Parties");

WITNESSETH:

WHEREAS, certain cities of the State of California (collectively, the "Members") have entered into a Joint Powers Agreement creating the California Choice Energy Authority (the Agreement), establishing the Authority and prescribing its purposes and powers and providing, among other things, for associate members of the Authority (an "Associate Member"); and

WHEREAS, the Authority has been formed for the purpose, among others, of assisting its Members and Associate Members in the raising of capital to finance the capital improvement needs of its Members and Associate Members by providing for financing in connection with the improvement, construction, acquisition, leasing, creation, rehabilitation and preservation of solar energy facilities within the boundaries of the Members and Associate Members; by utilizing the professional, technical and other knowledge and expertise of Authority Members, their employees, contractors and/or consultants, in connection with the establishment, implementation and operation of a Community Choice Aggregation; and/or by providing financing in accordance with the provisions of applicable law in connection with other projects and programs that are in the public interest and which benefit Members or Associate Members; and

WHEREAS, _____ desires to become an Associate Member of the Authority; and

WHEREAS, the Board of Directors of the Authority has determined that _____ should become an Associate Member of the Authority;

NOW, THEREFORE, in consideration of the above and of the mutual promises contained herein, the Authority and _____ do hereby agree as follows:

Section 1. Associate Member Status. _____ is hereby made an Associate Member of the Authority for all purposes of the Agreement and the By-laws of the Authority, the provisions of which are hereby incorporated herein by reference. From and after the date of execution and delivery of this Associate Membership Agreement by _____ and the Board of Directors of the Authority, _____ shall be and remain an Associate member of the Authority unless and until such membership is terminated pursuant to Authority Bylaws Section 5.3 as the same may be amended from time to time.

Section 2. Restrictions and Rights. _____ shall not have the right, as an Associate Member of the Authority, to vote on any action taken by the Board of Directors or by

the Authority. In addition, no officer, employee or representative of _____ shall have any right to become an officer or director of the Authority.

Section 3. Authority Actions. _____ hereby represents and warrants that it has reviewed, to the extent it deems necessary and appropriate, the actions previously taken by the Board of Directors of the Authority and agrees to be bound thereby to the same extent as the Associate Members of the Authority are subject to and bound by such actions.

Section 4. No Obligations. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of _____.

Section 5. Execution of the Agreement. Execution of this Associate Membership Agreement shall satisfy the requirements of Section 12 of the Joint Powers Agreement and Section 5.2 of the By-laws of the Authority for participation by _____ in all programs and other undertakings of the Authority, including, without limitation, any undertaking to finance the acquisition, construction, installation and/or equipping of public capital improvements; utilizing the professional, technical and other knowledge and expertise of Authority Members, their employees, contractors and/or consultants, in connection with the establishment, implementation and/or operation of a Community Choice Aggregation, and/or providing or obtaining financing in connection with other projects and programs which are in the public interest and of benefit to the Authority, Members and/or Associate Members.

Section 6. Project Agreement. Any benefits and/or responsibilities of the Associate Member shall be determined in a project-specific development agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Associate Membership Agreement to be executed and attested by their proper officers thereunto duly authorized, on the day and year first set forth above.

CALIFORNIA,

a _____

By: _____

Title: _____

Attest:

Clerk

CALIFORNIA CHOICE ENERGY AUTHORITY

By: _____

Title: _____

Attest:

Secretary

CERTIFICATE OF SECRETARY

I certify that I am the duly appointed and acting Secretary of the California Choice Energy Authority, created in accordance with the provisions of the Joint Exercise of Powers Act (Cal. Gov't. Code §§6500 et seq.); that these By-laws and the Associate Membership Agreement form, attached hereto as Exhibit "A" and incorporated into these By-laws by reference, consisting of a total of eight (8) pages, constitute the By-laws of this Authority as adopted by the Board of Directors on _____; and that these By-laws have not been amended or modified since that date.

Executed on _____ at _____, California.

Secretary

STAFF REPORT
California Choice Energy Authority

CCEA CC 2
02/25/20
JC

Date: February 25, 2020
To: Chairman Parris and Authority Members
From: Jason Caudle, Executive Director

Subject: Resolution Authorizing the City of Santa Barbara to Enter into the Joint Exercise of Powers Agreement for the California Choice Energy Authority and Administrative Services Agreement with the City of Santa Barbara

Recommendations:

- a. Adopt **Resolution No. CCEA 01-20**, approving and authorizing the City of Santa Barbara to enter into the Joint Exercise of Powers Agreement for the California Choice Energy Authority.
- b. Approve Administrative Services Agreement with the City of Santa Barbara and authorize the Executive Director, or his designee, to sign all documents.

Fiscal Impact:

- a. None
- b. The appropriate expenses and revenues associated with the performance of this agreement for FY20/21 will be included in the 2020/2021 budget. Sufficient funds will be available through revenues collected from the Administrative Services Agreement.

Background:

In 2012, Lancaster City Council adopted Resolution 12-59 forming the California Clean Energy Authority, a Joint Powers Agreement (JPA) with the City of San Jacinto with the purpose of expanding solar partnerships.

On March 28, 2017, Lancaster City Council adopted Resolution No. 02-17, adopting the first amendment to the California Clean Energy Authority Joint Exercise of Powers Agreement. The amendment changed the name of the JPA to California Choice Energy Authority (CalChoice) to better reflect the authority’s purpose and administrative support to be provided to member cities for their Community Choice Aggregator (CCA) operational services.

The City of Santa Barbara (Santa Barbara) has been working with CalChoice throughout their CCA implementation process, including engaging CalChoice to prepare a CCA technical study, preparation and filing of its Implementation Plan, and registering its CCA with the California Public Utilities Commission. Santa Barbara is now at the point where they are considering joining CalChoice as an Associate Member and executing an Administrative Services Agreement with CalChoice for operational and administrative support services.

On February 25, 2020, Santa Barbara will introduce an Ordinance to join CalChoice, and seek approval to enter into an Administrative Services Agreement with CalChoice for the purpose of receiving operational and administrative support services, including the purchase and sale of electricity, technical support, and data management services, on behalf of their CCA, which is targeted to launch in May 2021.

Attachments:

Resolution No. CCEA 01-20

Administrative Services Agreement

RESOLUTION NO. CCEA 01-20

RESOLUTION OF THE CALIFORNIA CHOICE ENERGY
AUTHORITY APPROVING AND AUTHORIZING THE CITY
OF SANTA BARBARA TO ENTER INTO THE JOINT
EXERCISE OF POWERS AGREEMENT FOR THE
CALIFORNIA CHOICE ENERGY AUTHORITY

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”); and

WHEREAS, the Authority changed its name to the “California Choice Energy Authority” via its adoption of the First Amendment to the JPA Agreement dated March 28, 2017 (“First Amendment”); and

WHEREAS, Section 12 of the JPA agreement as amended by the First Amendment, 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 agency approving the JPA Agreement and 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; and

WHEREAS, other cities may from time to time elect to become member cities of the Authority to utilize its expertise in formation, implementation support and on-going operation of Community Choice Aggregation (“CCA”) programs; and

WHEREAS, the City Council of the City of Santa Barbara (“Santa Barbara”) will introduce an ordinance on February 25, 2020 approving and authorizing Santa Barbara to enter into the JPA Agreement and to become a member of the Authority.

NOW, THEREFORE, THE BOARD OF THE CALIFORNIA CHOICE ENERGY AUTHORITY, DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The Authority Members hereby approve and authorize the Authority to accept Santa Barbara to become a member of the Authority.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 24th day of February, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
Secretary
California Choice Energy Authority

R. REX PARRIS
Chair
California Choice Energy Authority

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF LANCASTER)

CERTIFICATION OF RESOLUTION
CALIFORNIA CHOICE ENERGY AUTHORITY

I, _____, _____ City of Lancaster, CA, do hereby
certify that this is a true and correct copy of the original Resolution No. CCEA 01-20 for which
the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____
day of _____, _____.

(seal)

**ADMINISTRATIVE SERVICES AGREEMENT
(CITY OF SANTA BARBARA),**

**Dated as of April 1, 2020
between**

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

and

**CITY OF SANTA BARBARA,
as Customer**

**ADMINISTRATIVE SERVICES AGREEMENT
(CITY OF SANTA BARBARA)**

This ADMINISTRATIVE SERVICES AGREEMENT (CITY OF SANTA BARBARA) (this “**Agreement**”), dated as of April 1, 2020 (the “**Effective Date**”), is between California Choice Energy Authority, a California joint powers authority (“**Provider**”), and City of Santa Barbara, a municipal corporation and charter 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**.”

RECITALS

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).

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
- (viii) Exhibit H Provider Insurance Requirements

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 of partnership or an association of profit between Customer and Provider. Notwithstanding that in accordance with this Agreement, Provider may enter into subcontracts for the provision of legal and other professional services as listed below, Provider itself 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.

TERM AND RENEWAL

2.4 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, or (ii) the longest term of any Energy Contract that Provider has entered into on behalf of Customer that has not been assigned to Customer (the “**Base Term**”), and the performance of all obligations under such Energy Contract. The parties agree that Provider will, to the extent possible without damaging Provider’s ongoing contracts and/or relationships, assist Customer

in its efforts to secure assignment of Energy Contracts and/or other third party contracts entered into in a whole or in part on behalf of Customer and shall not withhold its consent to assignment of any such contracts to Customer upon request from Customer. The Parties expressly acknowledge that Provider's consent to assignment is not and shall not be deemed to be a guarantee that such third parties will consent to such assignment.

(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)

DUTIES OF PROVIDER

2.5 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**").

2.6 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.

2.7 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.

2.8 Provider Insurance

Provider shall provide insurance as specified in Exhibit H.

ARTICLE 3 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 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.

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 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 4 REPRESENTATIONS AND WARRANTIES; COVENANTS

4.1 **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.

(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.

4.2 **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.

4.3 **Customer Covenants.** Customer covenants and agrees as follows:

(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.

4.4 **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.

(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 5
INDEMNIFICATION**

5.1 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.

5.2 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.

(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.

5.3 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.

5.4 Limitations of Liability.

(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.

5.5 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 6
TERMINATION**

6.1 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:

(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, ninety (90) days after Customer's 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.

6.2 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:

(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 as required to pay executed Energy Contracts, 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.

(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.

6.3 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, including assignment of contracts (or portions thereof), including but not limited to, Energy Contracts, to Customer.

6.4 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 7 FORCE MAJEURE

7.1 Force Majeure.

(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 8 NOTICES

8.1 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 9 CONFIDENTIALITY

9.1 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 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.

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

ARTICLE 10 DISPUTE RESOLUTION

10.1 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.

10.2 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 11
MISCELLANEOUS**

11.1 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.

11.2 Governing Law; Venue and Jurisdiction.

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.

11.3 Intentionally Omitted.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 Waiver.

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.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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]

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

CALIFORNIA CHOICE ENERGY AUTHORITY

By: _____
Jason Caudle, Executive Director
By: Barbara Boswell, Treasurer

CITY OF SANTA BARBARA

Paul Casey, City Administrator

APPROVED AS TO CONTENT:

Alelia Parenteau, Energy and Climate Program Supervisor

ATTEST:

Sarah Gorman, City Clerk

APPROVED AS TO FORM:

Sarah Knecht, Assistant City Attorney

APPROVED AS TO INSURANCE:

Mark Howard, Risk Manager

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.

“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.

“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).

“Utility” means Southern California Edison.

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

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.

EXHIBIT C

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

1. **Fixed Fee Rate:**
 - Fiscal Year**
 - \$ 261,000.00 fiscal year total
 - \$ 21,750.00 monthly

2. **Reimbursable Expenses:**
 - (a) **Data Management Services:** **Fiscal Year**
 - \$ 500,000.00 fiscal year total (estimated)
 - \$ 41,666.67 monthly (estimated)

 - (b) **Professional Services:** **Fiscal Year**
 - \$ 291,000.00 annually (not to exceed)
 - \$ 24,250.00 monthly (not to exceed)

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

 - (e) **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 Santa Barbara Attn: Alelia Parenteau, Energy Manager Tel: 805-564-5474 Email: aparenteau@santabarbaraca.gov

	<p>Legal notice by Mail to: City of Santa Barbara P.O. Box 1990 Santa Barbara, CA 93101</p> <p>Copy to City Attorney's Office P.O. Box 1990 Santa Barbara, CA 93110</p>
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EXHIBIT D

AUTHORIZATION DOCUMENTS

[City's Ordinance to Join CalChoice]

EXHIBIT E

CUSTOMER APPROVAL PROCEDURES

1. Authorized Officer

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

Name	Title
Approval Procedure 2 A: Approval required by following officers after City Council approval:	City Administrator
	City Attorney
	City Clerk
Approval Procedure 2B and 2C: Approval required by the following officers if no City Council approval required:	Prior Budget approval delegated authority for Public Works Director or designee

2. Approval Procedures

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

City Council Approval IS Required if Term of Energy Contract is GREATER than:	Five (5) Years (City Approval by Ordinance Required)
Authorized Officer Approval IS Required if term 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 and term is equal to or less than	Five (5) Years

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.”

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.”

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.

EXHIBIT G

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

EXHIBIT H

INSURANCE REQUIREMENTS

As part of consideration of this Contract, Contractor agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. Commerical General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence basis, including products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: Insurance Services Office Form Number CA0001 covering Code 1 (any auto), or if Contractor has no owned autoas, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- C. Workers' Compensation: If and to the extent Contractor ever employs any employee, it shall secure coverage in accordance with the provisions of the California Labor Code Statutory Workers' Compensation and Employers' liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance of this agreement.
- D. Employees/Public Official Errors & Omissions: Employees/Public Official Errors & Omissions (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all services rendered by the Contractor pursuant to this Contract.

If the Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

1. **Additional Insured Status**

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles

owned, leased, hired, or borrowed by or on behalf of the Contractor. Additional Insured coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

2. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

3. Notice of Cancellation

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

4. Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

5. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Contractor agrees to obtain any endorsement that may be necessary to affect 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.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

CLAIMS MADE POLICIES

If the required Professional Liability (Errors and Omissions) policy provides coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Contract, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

SELF-INSURED RETENTIONS

Any self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

EVIDENCE OF COVERAGE

Contractor must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above shall be completed by Contractor's insurer or its agent and submitted to the City prior to execution of this Contract by the City.

Contractor 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 Contractor'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.

STAFF REPORT
City of Lancaster

Date: February 25, 2020
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Check Registers – January 19, 2020 through February 1, 2020**

CC 2
02/25/20
JC

Recommendation:

Approve the Check Registers as presented.

Fiscal Impact:

\$ 6,070,713.26 as detailed in the Check Registers.

Background:

At each regular City Council Meeting, the City Council is presented with check and ACH/wire registers listing the financial claims (invoices) against the City for purchase of materials, supplies, services, and capital projects issued the prior three to four weeks. This process provides the City Council the opportunity to review the expenditures of the City. Claims are paid via checks, Automated Clearing House (ACH) payments, or federal wires. The justifying backup information for each expenditure is available in the Finance Department.

Check Nos.:	7410037-7410278	\$ 4,789,849.30
ACH/Wire Check Nos.:	101010572-101010582	<u>\$ 1,280,863.96</u>
		\$ 6,070,713.26

Voided Check No.:	N/A
Voided ACH/Wire No.:	N/A

PS:sp

Attachments:

Check Register
ACH/Wire Register

City of Lancaster Check Register



From Check No.: 7410037 - To Check No.: 7410278
 From Check Date 01/19/20 - To Check Date: 02/01/20

Printed: 2/6/2020 11:21

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7410037	01708	BLUE CROSS OF CALIFORNIA	12/19-EMPLOYEE HEALTH INS	155.27	101 2166110	1,153.04
					101 2166120	(997.77)
				<u>155.27</u>		<u>155.27</u>
7410038	09828	BLUNT, DEMOND	SETTLEMENT-CLAIM #001-20	290.00	109 4430300	290.00
7410039	09827	BRYANT, RUBIN	SETTLEMENT-CLAIM #004-20	226.24	109 4430300	226.24
7410040	08754	CA MUNICIPAL COMPLNCE CNSLTNTS	01/20-PS-CONSULTING SVCS	25,606.00	101 4820301	25,606.00
7410041	C2060	CA WATER SERVICE COMPANY	12/13/19-01/14/20 WATER SVC	616.49	482 4636654	616.49
7410042	D0775	CAUDLE, JASON	JC-PR DM-NAPA-02/05-7/20	165.00	101 4220256	165.00
7410043	D1698	DOW, CHENIN	CD-PR DM-NAPA-02/05-07/20	165.00	101 4220256	165.00
7410044	1215	L A CO WATERWORKS	11/18/19-01/16/20 WATER SVC	10,390.56	101 4631654	5,325.84
					101 4633654	908.44
					101 4651654	245.08
					101 4800403	146.03
					203 4636654	1,143.69
					482 4636654	2,621.48
				<u>10,390.56</u>		<u>10,390.56</u>
7410045	09439	LOST ANGELS CHILDREN'S PROJECT	PROF SRVC-02/03-21/20	13,750.00	261 4300771	13,750.00
7410046	09829	OLMOS, JOSE	SETTLEMENT-CLAIM #084-19	156.00	109 4430300	156.00
7410047	C8786	PEREZ, RONDA	RP-PR DM-NAPA-02/05-07/20	165.00	101 4220256	165.00
7410048	03154	SO CA EDISON	12/16/19-01/23/20 ELECTRIC SVC	451.18	101 4633652	35.88
					209 16ST007924	46.79
					210 15SW017924	73.37
					363 4342770	22.16
					482 4636652	102.36
					483 4785660	170.62
				<u>451.18</u>		<u>451.18</u>
7410049	03154	SO CA EDISON	12/10/19-01/09/20 ELECTRIC SVC	497.87	203 4636652	20.87
					482 4636652	467.08
					484 4755652	9.92
				<u>497.87</u>		<u>497.87</u>
7410050	03154	SO CA EDISON	10/31/18-12/04/19 ELECTRIC SVC	1,054.49	203 4636652	239.65
					482 4636652	814.84
				<u>1,054.49</u>		<u>1,054.49</u>

City of Lancaster Check Register



From Check No.: 7410037 - To Check No.: 7410278

From Check Date 01/19/20 - To Check Date: 02/01/20

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7410051	03154	SO CA EDISON	05/07/19-12/19/19 ELECTRIC SVC	2,512.61	203 4636652	295.26
					482 4636652	1,934.40
					483 4785660	147.83
					484 4755652	135.12
				<u>2,512.61</u>		<u>2,512.61</u>
7410052	03154	SO CA EDISON	06/19/17-11/22/19 ELECTRIC SVC	11,915.07	203 4636652	1,265.16
					482 4636652	8,031.99
					483 4785660	478.49
					484 4755652	2,139.43
				<u>11,915.07</u>		<u>11,915.07</u>
7410053	03154	SO CA EDISON	11/01/19-01/13/20 ELECTRIC SVC	34,055.13	101 4631652	9,787.88
					101 4633652	8,502.61
					101 4634652	5,977.51
					101 4635652	7,037.98
					101 4636402	1,194.43
					101 4651652	540.21
					101 4800403	326.41
					482 4636652	17.00
					483 4785660	671.10
				<u>34,055.13</u>		<u>34,055.13</u>
7410054	1907	SO CA GAS COMPANY	12/19/19-01/22/20 GAS SVC	16,414.24	101 4631655	6,114.71
					101 4632655	2,372.12
					101 4633655	6,289.36
					101 4634655	604.33
					101 4635655	969.30
					363 4342770	64.42
				<u>16,414.24</u>		<u>16,414.24</u>
7410055	C2555	TIME WARNER CABLE	01/14-02/13/20 BROADBAND SVC	164.99	101 4820651	164.99
7410056	C8775	WORRELL, JULIE	JW-PR DM-SAN MATEO-02/02-06/20	297.00	101 4220256	297.00
7410057	06576	A V CHEVROLET	SEAL-EQ6822	6.87	101 4245207	6.87
			BOOSTER/HOSE-EQ3832	723.54	203 4752207	723.54
			ARM-EQ5600	46.24	101 4647207	46.24
			SEAL-EQ3832	12.50	203 4752207	12.50
				<u>789.15</u>		<u>789.15</u>
7410058	02605	A V COLLISION REPAIRS, INC	BODY LABOR/PARTS-EQ3758	1,851.41	203 4752207	1,851.41
7410059	A5389	A V FAIR	12/19-WATCH & WAGER COMM	1,782.09	101 2189000	1,782.09
7410060	06849	ACCONTEMPS	SP-FINANCE STAFF-01/06-10/20	2,080.00	101 4410308	2,080.00
			SP-FINANCE STAFF-11/25-29/19	1,757.28	101 4410308	1,757.28
			SP-FINANCE STAFF-12/02-06/19	2,600.00	101 4410308	2,600.00
			SP-FINANCE STAFF-12/09-13/19	2,600.00	101 4410308	2,600.00
				<u>9,037.28</u>		<u>9,037.28</u>

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7410061	C8745	ADVANCE ELECTRIC	BGC-ELECTRICAL REPAIRS	1,975.00	101 4633403	1,975.00
7410062	09570	ALAN SALER MEDIATION SERVICES	CLAIM #004-17/CLGL-1383A1	2,900.00	109 4430300	2,900.00
7410063	04190	AMERIPRIDE SERVICES	UNIFORM CLEANINGS	93.68	101 4753209	93.68
7410064	08130	ARTAROUND STUDIO	11/19-SCULPTING INSTRUCTION 11/19-KIDSWORK INSTRUCTION	63.00 126.00 <u>189.00</u>	101 4643308 101 4643308	63.00 126.00 <u>189.00</u>
7410065	04446	AUTO PROS	DGNS FR SMG-EQ5501 CATALYTIC CONVERTER-EQ5703	187.50 1,954.11 <u>2,141.61</u>	101 4653207 101 4634207	187.50 1,954.11 <u>2,141.61</u>
7410066	04151	AXES FIRE INC	FIRE CERTS(7)	90.65	101 4647207 480 4755207 480 4755207 480 4755207 483 4785207 484 4752207 <u>90.65</u>	25.90 12.95 12.95 12.95 12.95 12.95 <u>90.65</u>
7410067	09624	AY CONSULTING LLC	12/19-01/20-FINANCE CNSTNT SVC	1,372.80	101 4410301	1,372.80
7410068	09755	BECKER, SYDNEY	FIGURE MODEL	100.00	101 4651251	100.00
7410069	09581	BRUHL, AMY NOELLE	MOAH/CDR-BOARD GAME RNTL	100.00	101 4651251	100.00
7410070	D0919	CA BUILDING STANDARDS	OCT-DEC 2019-GREEN BLDG FEES	1,407.60 <u>1,407.60</u>	101 2170000 101 2179000	(156.40) <u>1,564.00</u> 1,407.60
7410071	06020	CANON FINANCIAL SERVICES, INC	01/20 COPIER LEASE	6,826.21	101 4410254	6,826.21
7410072	09830	CROSSWIND COMMUNITY CHURCH	NBRHD HOMES RENT REIMB-01/2020	250.00	306 3605400	250.00
7410073	5062	DEPT OF CNSRVTN-ADMIN SRV ACCT	OCT-DEC 2019-STRNG MOTION FEE	4,858.31 <u>4,858.31</u>	101 2172000 101 3588100	5,114.02 <u>(255.71)</u> 4,858.31
7410074	A0925	DESERT HAVEN ENTERPRISES	41874 MONTALLEGRO-BOARD UP	350.00	101 4245940	350.00
7410075	07159	DIAZ, BRANDON	11/19-TENNIS INSTRUCTOR 11/19-TENNIS INSTRUCTOR 11/19-TENNIS INSTRUCTOR 11/19-TENNIS INSTRUCTOR	28.00 168.00 112.00 84.00 <u>392.00</u>	101 4643308 101 4643308 101 4643308 101 4643308	28.00 168.00 112.00 84.00 <u>392.00</u>
7410076	09416	FAZIO, MATTHEW S.	01/20-LTV VIDEO PRODUCTION	520.00	101 4307296	520.00
7410077	00617	FEDERAL EXPRESS CORPORATION	EXPRESS MAILINGS	67.16	101 4410212	31.23

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
			EXPRESS MAILINGS	22.49	399 15SW016924	35.93
			EXPRESS MAILINGS	86.69	101 4410212	22.49
					101 4600212	27.05
					101 4783253	59.64
				<u>176.34</u>		<u>176.34</u>
7410078	07226	FLYERS ENERGY LLC	UNLEADED(5371)/DIESEL(1499)	18,644.19	101 1620000	18,644.19
7410079	08441	FRANKLIN TRUCK PARTS INC	FILTERS(2)-EQ3988	385.39	480 4755207	385.39
7410080	07665	FRONTIER ENERGY INC	12/19-PROFESSIONAL SERVICES	3,771.00	490 4250770	3,771.00
7410081	C7863	GREEN SET, INC	MBC-DAMAGED/BROKEN SOLDIER	328.50	101 4649565	328.50
7410082	09758	HENCELY, TROY JR	11/19-MUSICAL THEATER INSTRCTR	120.00	101 4643308	120.00
7410083	09234	HIGHLAND HIGH SCHOOL CHOIR	MBC-CHORAL MUSIC PERFORMANCE	300.00	101 4649565	300.00
7410084	08262	IMG ARTIST LLC	DEP-CIRQUE ELOIZE-02/15/20	2,625.00	101 4650318	2,625.00
7410085	D3842	INNOVATION EDUCATION	11/19-ITALIAN INSTRUCTION	168.00	101 4643308	168.00
7410086	09070	INSIGHT NORTH AMERICA LLC	12/19-INVESTMENT ADVISORY SRVC	2,854.40	101 3501110	2,854.40
7410087	06623	INTERN'L DANCE FITNESS ACADEMY	11/19-BALLET/TAP INSTRUCTION	264.00	101 4643308	264.00
7410088	A2594	INTERSTATE BATTERY SYS OF A V	BATTERIES(3)	333.26	203 4752207	114.78
					203 4752207	114.78
					480 4755207	103.70
				<u>333.26</u>		<u>333.26</u>
7410089	09185	JENKINS IV, DOUGLAS H	MUSICAL PERFORMANCE	50.00	101 4651251	50.00
7410090	D1903	KERN MACHINERY INC-LANCASTER	BRM SSMBL-EQ5839	3,111.62	101 4635207	3,111.62
7410091	05624	L T J HEATING & AIR COND INC	WALL/WATER HEATER(2)	97.26	306 4342682	97.26
7410092	A4930	LANDALE MUTUAL WATER COMPANY	L/CHALLENGER-12/19 WATER SVC	47.41	203 4636654	47.41
7410093	D3426	LAW OFFICES CHRISTOPHER RAMSEY	CLAIM #020-18/CLGL-1392A1	5,200.50	109 4430300	5,200.50
			CLAIM #040-19/CLGL-1400A1	3,276.00	109 4430300	3,276.00
			CLAIM #031-18/CLGL-1395A1	3,159.00	109 4430300	3,159.00
			CLAIM #051-17/CLGL-1397A1	1,774.50	109 4430300	1,774.50
			CLAIM #002-19/CLGL-1402A1	4,582.50	109 4430300	4,582.50
			CLAIM #040-17/CLGL-1388A1	5,401.50	109 4430300	5,401.50
				<u>23,394.00</u>		<u>23,394.00</u>
7410094	08387	LOOMIS	11/19-ARMORED CAR SERVICE	1,684.00	101 3501101	1,684.00
7410095	D3578	MINUTEMAN PRESS	LCE-CALPINE PUSH NOTICES(328)	252.30	490 4250213	252.30
			LCE-CALPINE PUSH NOTICES(238)	157.98	490 4250213	157.98
				<u>410.28</u>		<u>410.28</u>

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7410096	08562	NAPA AUTO PARTS	AIR FILTER-EQ4327	10.77	483 4785207	10.77
			ALTERNATOR-EQ3998	456.16	480 4755207	456.16
			DOOR SWITCH-EQ7503	44.63	101 4631207	44.63
			PSH BTTN SHFTR-EQ3998	1,016.80	480 4755207	1,016.80
			FILTER KIT-EQ4327	37.21	483 4785207	37.21
			AIR FILTER-EQ4358	12.27	203 4785207	12.27
			AIR/OIL FILTER-EQ7512	15.55	101 4761207	15.55
				<u>1,593.39</u>		<u>1,593.39</u>
7410097	D2822	NATIONAL CINEMEDIA, LLC	PS-THEATR ADS-12/27/19-1/23/20	83.33	101 4800205	83.33
			THEATER ADS-01/03-30/20	122.22	101 4640251	18.13
					101 4649561	9.05
					101 4649563	9.05
					101 4649565	9.05
					101 4649567	30.54
					101 4649568	9.05
			THEATER ADS-01/10-02/06/20	453.50	101 4650205	37.35
			PS-THEATER ADS-01/24-02/20/20	635.33	101 4650205	453.50
				<u>1,294.38</u>	101 4800205	<u>635.33</u>
						<u>1,294.38</u>
7410098	07370	NEW FRONTIER TOURING	DEP-RIDERS IN THE SKY-02/21/20	5,000.00	101 4650318	5,000.00
7410099	03762	OFFICE DEPOT	TELEVISIONS(3)	454.05	101 4315291	454.05
7410100	A7221	P E R S LONG TERM CARE PROGRAM	01/20-RETIREE LONG TERM CARE	5,916.72	109 1101000	5,916.72
7410101	05741	P P G ARCHITECTURAL FINISHES	GRAFFITI REMOVAL SUPPLIES	21.86	203 4752502	21.86
			GRAFFITI REMOVAL SUPPLIES	21.86	203 4752502	21.86
			GRAFFITI REMOVAL SUPPLIES	21.86	203 4752502	21.86
			GRAFFITI REMOVAL SUPPLIES	107.09	203 4752502	107.09
			BGC-PAINT SUPPLIES	58.17	101 4649566	58.17
				<u>230.84</u>		<u>230.84</u>
7410102	05998	PAVING THE WAY FOUNDATION	CMMNTY SPVRT/GOOD CTZNSHP PRGM	500.00	101 4820301	500.00
			CMMNTY SPVRT/GOOD CTZNSHP PRGM	1,968.00	101 4820301	1,968.00
				<u>2,468.00</u>		<u>2,468.00</u>
7410103	07287	PRINTING BOSS	BLVD POLE BANNERS(63)	4,966.92	101 4649225	4,966.92
7410104	05864	QUINN COMPANY	MTR RPR/PRTS-EQ3774	8,690.59	203 4752207	8,690.59
7410105	07507	RESOURCE BUILDING MATERIALS	OMP-MEMORIAL PAVERS	1,497.40	261 11BS026924	1,497.40
			OMP-MEMORIAL PAVERS	638.00	261 11BS026924	638.00
				<u>2,135.40</u>		<u>2,135.40</u>
7410106	04337	RUIZ, LINDA	11/19-TENNIS INSTRUCTOR	112.00	101 4643308	112.00
			11/19-TENNIS INSTRUCTOR	140.00	101 4643308	140.00
			11/19-TENNIS INSTRUCTOR	112.00	101 4643308	112.00
			11/19-TENNIS INSTRUCTOR	112.00	101 4643308	112.00
				<u>476.00</u>		<u>476.00</u>

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7410107	07158	RUPPERT, KIM S	01/20-HEARING SERVICES	80.00	101 4800301	80.00
7410108	D3947	S G A CLEANING SERVICES	CH-CHAMBERS ELECTRICAL REPAIRS CH-CHAMBR S SCREEN ELECTRC(L)2)	860.00 580.00	101 4315301 101 4315301	860.00 580.00
				<u>1,440.00</u>		<u>1,440.00</u>
7410109	A8260	SAGE STAFFING	SO-PBLC SFTY STF-01/06-12/20	588.38	101 4820308	588.38
7410110	D2568	SEQUOIA PACIFIC SOLAR I, LLC	CH-12/19(37768.000 KWH) MTNC YD-12/19(22670.880 KWH) OMP-12/19(11351.440 KWH) PAC-12/19(14578.720 KWH) LMS-12/19(22795.040 KWH)	3,776.80 2,267.09 1,135.14 1,457.87 2,279.50	101 4633652 101 4633652 101 4634652 101 4650652 101 4632652	3,776.80 2,267.09 1,135.14 1,457.87 2,279.50
				<u>10,916.40</u>		<u>10,916.40</u>
7410111	1894	SIGNS & DESIGNS	CITY DECALS(22)	301.13	101 4753214	301.13
7410112	08538	SILVESTRE, BARBARA	11/19-SEWING INSTRUCTOR	96.00	101 4643308	96.00
7410113	D2143	STREAMLINE AUDIO VISUAL, INC	PAC-FOH TECHNICIAN-01/18/20	975.00	101 4650602	975.00
7410114	05703	SUPERIOR ALARM SYSTEMS	CH-HIRSCH KEYPAD REPAIRS(6)	2,222.69	101 4633403 101 4650403	1,875.58 347.11
				<u>2,222.69</u>		<u>2,222.69</u>
7410115	A6479	TAFT ELECTRIC COMPANY	LANC BLVD/5TH ST E-TRAFFC LOOP	9,191.04	203 12ST038924	9,191.04
7410116	09552	THE BRIAN REGAN COMPANY	DEP-BRIAN REGAN-06/07/20	15,000.00	101 4650318	15,000.00
7410117	D4202	U S BANK	01/20-12/20 ADMIN FEES	1,575.00	701 4430962	1,575.00
7410118	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS UNIFORM CLEANINGS UNIFORM CLEANINGS	117.51 117.51 117.51	480 4755209 480 4755209 480 4755209	117.51 117.51 117.51
				<u>352.53</u>		<u>352.53</u>
7410119	C4011	UNITED RENTALS	LIMIT SWITCH(4)/FRGHT-EQ5828	256.76	101 4631207	256.76
7410120	C7843	URBAN RESTORATION GROUP US INC	GRAFFITI REMOVAL SUPPLIES	9,999.95	203 4752502	9,999.95
7410121	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT COLD MIX COLD MIX	898.25 299.21 173.01	203 4752410 203 4752410 203 4752410	898.25 299.21 173.01
				<u>1,370.47</u>		<u>1,370.47</u>
7410122	05087	WALSMA OIL COMPANY	UNLEADED(5628)/DIESEL(1978)	22,870.88	101 1620000	22,870.88
7410123	D0298	WILLDAN FINANCIAL SERVICES	FY18/19-CONTN DISCLOSURE SVCS FY18/19 SB1029 CDIAI RPRP PREP	5,745.00 2,250.00	991 4240962 991 4240301	5,745.00 2,250.00
				<u>7,995.00</u>		<u>7,995.00</u>

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7410124	03154	SO CA EDISON	04/01/19-01/01/20 ELECTRIC SVC	116,463.60	483 4785660	116,463.60
7410125	02357	A V TRANSIT AUTHORITY	3RD QTR BILLING-FY20	374,668.00	207 4430301	374,668.00
7410126	09614	ENCOMPASS CONSULTANT GROUP IN CP19002-10TH W/AVE J IMPRVMENTS		61,987.28	209 12ST039924	28,110.66
					210 12ST039924	33,876.62
				61,987.28		61,987.28
7410127	A8656	KIMLEY-HORN & ASSOCIATES INC	CDP1310-P/PM SVC-11/30/19-AV K	4,577.50	210 15BR004924	4,577.50
			CDP1310-P/PM SVC-11/30/19-AV M	2,327.50	210 15BR005924	2,327.50
			CDP1310-P/PM SVC-11/30/19-AV G	2,327.50	210 15BR006924	2,327.50
			SR138-AVE J-PAVED-11/30/19	3,017.50	210 15BR007924	3,017.50
			CDP1310-P/PM SVC-11/30/19-AV L	2,207.50	210 15BR008924	2,207.50
			CP17004-P/PM SVC-11/30/19-AV G	8,767.50	232 16ST028924	8,767.50
			CP21005-AVE M-PS&E-11/30/19	12,543.74	210 15BR005924	12,543.74
			CP21006-AVE K INT LND-11/30/19	13,570.00	210 15BR004924	13,570.00
			CP20005-AVE J-PS&E-11/30/19	85,575.60	210 15BR007924	85,575.60
				134,914.34		134,914.34
7410128	1214	L A CO SHERIFF'S DEPT	12/19 LAW ENFORCEMENT SVCS	2,268,671.42	101 4820354	2,048,014.09
					101 4820357	220,657.33
				2,268,671.42		2,268,671.42
7410129	06313	R C BECKER & SON, INC	CP17005-2020 SFE RTE TO SCHOOL	292,645.60	150 2100003	(12,206.40)
					150 2100003	(3,195.99)
					209 15SW017924	3,195.99
					209 15SW017924	60,723.96
					349 15SW017924	12,206.40
					349 15SW017924	231,921.64
			CP17012-INTERSECTION IMPRVMENTS	91,108.52	150 2100003	(2,202.45)
					150 2100003	(1,400.04)
					150 2100003	(613.50)
					150 2100003	(448.30)
					150 2100003	(130.90)
					209 16ST007924	613.50
					209 16ST007924	2,202.45
					209 16ST007924	11,656.52
					209 16ST007924	41,846.63
					210 16ST007924	448.30
					210 16ST007924	1,400.04
					210 16ST007924	8,517.65
					210 16ST007924	26,600.72
					399 16ST007924	130.90
					399 16ST007924	2,487.00
				383,754.12		383,754.12
7410130	09596	SPOHN RANCH, INC.	SKATE PARK-CONSULTING SVCS	237,500.00	701 11BS028924	237,500.00
7410131	00107	A V PRESS	12/19-ON THE NET ADS	1,340.86	101 4649225	300.00
					101 4649565	1,040.86

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				1,340.86		1,340.86
7410132	D1872	CA WATER ENVIRONMENTAL ASSN	MA-MEMBERSHIP RENEWAL	94.00	101 4220311	94.00
7410133	09835	DOMINGUEZ, MARIA	MD-BOOT/PANT REIMB	157.67	101 4633209	157.67
7410134	D0315	FREGOSO, PHYLLIS	02/20-STANDARD RETAINER	8,300.00	101 4600301	8,300.00
7410135	D0903	GOOD, DAVID	DG-BOOT/PANT REIMB	147.81	203 4785220	147.81
7410136	1215	L A CO WATERWORKS	11/19/19-01/27/20 WATER SVC	13,150.34	101 4631654 101 4632654 101 4650654 203 4636654 203 4752654 361 4342776 482 4636654	1,524.44 2,566.76 486.17 1,817.31 248.01 141.39 6,366.26
				13,150.34		13,150.34
7410137	D2287	LANCASTER CODE ENFRMNT ASSN	UNION DUES-PP 3/2020	360.00	101 2171000	360.00
7410138	A2073	LANCASTER PERF ARTS CNTR FNDTN	TCKTS/CHIPS-SPEAKEASY-2020	4,329.00	101 3405104 101 3405302	4,410.00 (81.00)
				4,329.00		4,329.00
7410139	C0558	LONG, RICHARD	RL-PR DM-PHOENIX-02/10-13/20	196.00	101 4753201 101 4753201	84.00 112.00
				196.00		196.00
7410140	D4517	MALTA, CHRISTINE M	CM-PR DM-SAN DIEGO-02/16-21/20	390.50	101 4220256	390.50
7410141	09798	MCKEE, NICOLE	NM-PANT REIMBURSEMENT	70.43	101 4632209	70.43
7410142	07949	SAYLOR, JESSICA	JS-PR DM-PHOENIX-02/10-13/20	196.00	101 4753201 101 4753201	84.00 112.00
				196.00		196.00
7410143	C7654	SMITH, WADE	WS-PR DM-PHOENIX-02/10-13/20	196.00	101 4753201 101 4753201	84.00 112.00
				196.00		196.00
7410144	03154	SO CA EDISON	12/16/19-01/23/20 ELECTRIC SVC	430.01	482 4636652 484 4755652	97.63 332.38
				430.01		430.01
7410145	03154	SO CA EDISON	11/07/19-01/28/20 ELECTRIC SVC	5,231.21	101 4240902 101 4632652 101 4633652 101 4634652 321 15ST026924 483 4785660	473.93 1,335.04 51.46 3,261.80 30.28 78.70
				5,231.21		5,231.21

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7410146	1907	SO CA GAS COMPANY	12/21/19-01/24/20 GAS SVC	7,870.94	101 4631655	217.87
					101 4633655	3,213.75
					101 4650655	2,787.22
					101 4651655	1,349.94
					101 4800403	302.16
				<u>7,870.94</u>		<u>7,870.94</u>
7410147	08650	STAWINSKI, STEPHANIE	PDW-PLANETS PRESNTTION-1/25/20	100.00	106 4823251	100.00
7410148	08650	STAWINSKI, STEPHANIE	PDW-MNS/CRTRS PRSNTTN-12/28/19	100.00	106 4823251	100.00
7410149	08650	STAWINSKI, STEPHANIE	PDW-MNS/CRTRS PRSNTTN-09/07/19	100.00	106 4823251	100.00
7410150	D1617	STOFFEL, MATTHEW	MS-BOOT/PANT REIMB	98.51	203 4752220	98.51
7410151	05368	TOMLINSON, RAY	RT-PR DM-PHOENIX-02/10-13/20	196.00	101 4753201	84.00
					101 4753201	112.00
				<u>196.00</u>		<u>196.00</u>
7410152	C8453	U S POSTAL SERVICE	PERMIT #192/ANNUAL FEE	240.00	101 4305211	240.00
7410153	09834	20 WEST LLC	TRAFFC SGNAL IMPCT FEE REIMBUR	48,090.00	217 2105100	48,090.00
7410154	08290	4WALL ENTERTAINMENT INC	PAC-BACKSTAGE EQUIPMENT	6,898.62	101 4650602	6,898.62
7410155	A7286	A V CHILDRENS CENTER	ANNUAL HEARTSOUNDS TICKETS(8)	800.00	101 4100202	800.00
7410156	02357	A V TRANSIT AUTHORITY	JAN-MAR 20-BUS STOP MAINTENNCE	20,295.00	207 4430404	20,295.00
7410157	01058	A V TROPHY & UNIFORM CO	PLAQUE PLATES(32)	128.28	101 4100205	128.28
7410158	03918	AGENCY FOR THE PERFORMING ARTS DEP-JEANNE ROBERTSON-02/22/20		9,000.00	101 4650318	9,000.00
7410159	05265	ALTMAN PLANTS	OMP-FLOWERS	739.13	101 4634265	739.13
7410160	C6143	AMERICAN BUSINESS MACHINES	IMAGE RUNNER ADV COPIER	3.21	101 4410254	3.21
7410161	D3147	AMERICAN PLUMBING SERVICES,INC	HP-SERVICE CALL	97.00	101 4634402	97.00
			HP-DRINKING FOUNTAIN REPAIR	452.83	101 4634402	452.83
				<u>549.83</u>		<u>549.83</u>
7410162	01933	AMERON	2018 TRAFFIC SIGNAL UPGRADES	1,034.67	217 16TS030924	1,034.67
			STREET LIGHT MAINT SVS	2,657.15	203 4785460	2,657.15
				<u>3,691.82</u>		<u>3,691.82</u>
7410163	02693	ANDY GUMP, INC	RDP-FNCE RNTL-12/27/19-1/23/20	33.51	101 4634602	33.51
			OMP-FENCE RENTAL-12/02-29/19	218.78	101 4634602	218.78
			OMP-FNCE RNTL-12/30/19-1/26/20	218.78	101 4634602	218.78
			OMP-FENCE RENTL-01/20-2/16/20	44.68	101 4634602	44.68
				<u>515.75</u>		<u>515.75</u>

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7410164	09836	ARMOUR PLUMBING	REFUND-PMT1905776-4524 AVE L2	49.00	101 3201102	49.00
7410165	09751	ARMSTRONG, ALVIN JR	01/20-SPORTS OFFICIAL	50.00	101 4641308	50.00
7410166	C9805	ARROW TRANSIT MIX INC	READY MIX CONCRETE READY MIX CONCRETE	751.33 853.72	203 4752410 203 4752410	751.33 853.72
				<u>1,605.05</u>		<u>1,605.05</u>
7410167	04151	AXES FIRE INC	FIRE CERTS(6)/HYDRO TEST	97.70	480 4755207 480 4755207 480 4755207 483 4785207 484 4752207	12.95 20.00 25.90 25.90 12.95
				<u>97.70</u>		<u>97.70</u>
7410168	09624	AY CONSULTING LLC	01/20-FINANCE CONSULTANT SVCS	694.40	101 4410301	694.40
7410169	D0879	B'S EMBROIDERY ETC	EMBRDERY-JACKETS(5)	277.04	101 4783209	277.04
7410170	01863	BAVCO	OMP-BACKFLOW KIT	97.52	101 4634404	97.52
7410171	D0812	C S A C EXCESS INSURANCE AUTH	INSURANCE CERT TRACKING	37.50	101 4230260	37.50
7410172	D0629	CA ASSOC OF CODE ENF OFFICERS	TB-M2 ACADEMY CRSE-04/06-10/20 MS-M2 ACADEMY CRSE-04/06-10/20 KC-M2 ACADEMY CRSE-04/06-10/20 SM-M2 ACADEMY CRSE-04/06-10/20 AM-M2 ACADEMY CRSE-04/06-10/20 RD-M2 ACADEMY CRSE-04/06-10/20 RC-M2 ACADEMY CRSE-04/06-10/20 JR-M2 ACADEMY CRSE-04/06-10/20 AV-M2 ACADEMY CRSE-04/06-10/20 JM-M2 ACADEMY CRSE-04/06-10/20	430.00 430.00 430.00 430.00 430.00 430.00 430.00 430.00 430.00 525.00 430.00	101 4245256 101 4245256 101 4245256 101 4245256 101 4245256 101 4245256 101 4245256 101 4245256 101 4245256 101 4245256 101 4245256	430.00 430.00 430.00 430.00 430.00 430.00 430.00 430.00 430.00 525.00 430.00
				<u>4,395.00</u>		<u>4,395.00</u>
7410173	A9249	CA DEPT OF CORRECTNS/REHAB	09/19-CUSTODY SUPRVSN AGREEMNT	7,743.00	203 4752308 484 4752308	5,858.00 1,885.00
				<u>7,743.00</u>		<u>7,743.00</u>
7410174	C0914	CAMPBELL II, EDWARD LEE	01/20-SPORTS OFFICIAL	506.00	101 4641308	506.00
7410175	08218	CHERRY, KEVIN	01/20-SPORTS OFFICIAL	150.00	101 4641308	150.00
7410176	03475	CLARK AND HOWARD	TOWING-EQ5654 TOWING-EQ5654	60.00 60.00	101 4635207 101 4635207	60.00 60.00
				<u>120.00</u>		<u>120.00</u>
7410177	D1545	CLETEHOUSE CAFE, INC	OMP-CATERING SERVICES-02/03/20	2,768.64	101 4649225	2,768.64
7410178	C0054	COLE-ROUS, JOHN	01/20-SPORTS OFFICIAL	182.00	101 4641308	182.00

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7410179	08484	CONSOLIDATED ELECTRCL DIST INC	MTNC YD-BOLT SETS/TRFFC SIGNAL MTNC YD-ST LIGHTNG/TRFFC SGNAL	1,654.35 1,543.69 <u>3,198.04</u>	203 4785461 483 4785660	1,654.35 1,543.69 <u>3,198.04</u>
7410180	00794	CORRALES, RUDY	01/20-SPORTS OFFICIAL	253.00	101 4641308	253.00
7410181	00500	D R C PUMP SYSTEMS INC	NSC-REMOVE/REINSTALL HP MOTOR	1,920.00	101 4635402	1,920.00
7410182	A0925	DESERT HAVEN ENTERPRISES	LUC-09/19-JANITORIAL SERVICE	1,001.00	101 4633402	1,001.00
7410183	00414	DESERT LOCK COMPANY	NSC-SERVICE TRIP	55.00	101 4635402	55.00
7410184	09191	DESIGNERS TOUCH LANDSCAPE INC	OMP-HARDSCAPE-MATERIALS/LABOR OMP-AVTA-CONCRETE REPAIR	950.00 6,480.00 <u>7,430.00</u>	101 4634402 207 4634402	950.00 6,480.00 <u>7,430.00</u>
7410185	09835	DOMINGUEZ, MARIA	MD-BOOT/PANT REIMB	42.67	101 4633209	42.67
7410186	09811	DUNN CONSULTING	12/19-LEGISLATVE CONSLTNG SRVC	5,000.00	101 4100301	5,000.00
7410187	08329	E C S IMAGING INC	PRJCT MANAGEMENT/CONSLTNG SVCS	150.75	109 4210302	150.75
7410188	C0293	EAST, MARY PAULINE	12/19-CONTRACT SERVICES	1,325.00	101 4601308	1,325.00
7410189	05665	EGGERTH, DARRELL	01/20-SPORTS OFFICIAL	322.00	101 4641308	322.00
7410190	09614	ENCOMPASS CONSULTANT GROUP IN CP19002-10TH W/AVE J IMPRVMTS		12,298.85 <u>12,298.85</u>	206 12ST039924 209 12ST039924	2,842.51 9,456.34 <u>12,298.85</u>
7410191	09525	ENHANCEHCM LLC	ADP IMPLEMENTATION SVCS-09/19 ADP IMPLEMENTATION SVCS-09/19	1,237.50 577.50 <u>1,815.00</u>	101 4220301 101 4220301	1,237.50 577.50 <u>1,815.00</u>
7410192	06857	ENTERTAINMENTMAX, INC	COMMISSIONS-FUN ENERGY-1/28/20	400.00	101 4650301	400.00
7410193	C9406	ESTES, MAURICE (WH)	01/20-SPORTS OFFICIAL FTB ORDER TO WITHHOLD W/H ORDER FEE	46.00 (11.50) (2.50) <u>32.00</u>	101 4641308 101 2177001 101 3601100	46.00 (11.50) (2.50) <u>32.00</u>
7410194	D3240	FASTENAL COMPANY	COPY PAPER COPY PAPER/MNLA FLDR	679.34 518.79	101 4410254 101 4410254 101 4410254 101 4410254 101 4410254 101 4410254 101 4410254 101 4410254 101 4410254	101.84 101.84 119.25 152.76 203.65 11.94 32.95 55.28 55.28 55.28

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					101 4410254	55.28
					101 4410254	59.63
					101 4410254	165.82
					101 4410259	27.33
			FOD-5GAL INSULATED COOLER	136.82	101 4649563	136.82
			MTNC YD-WIPER BLADES/FILTERS	948.09	101 4315207	13.98
					101 4631207	8.99
					101 4631207	12.36
					101 4631207	18.46
					101 4634207	7.53
					101 4634207	7.80
					101 4634207	9.04
					101 4634207	17.42
					101 4634207	18.60
					101 4634207	18.60
					101 4634207	22.48
					101 4635207	7.99
					101 4635207	8.27
					101 4635207	18.46
					101 4635207	22.14
					101 4761207	6.72
					101 4761207	9.17
					101 4761207	37.30
					203 4752207	7.97
					203 4752207	11.55
					203 4752207	18.71
					480 4755207	12.93
					480 4755207	16.52
					480 4755207	18.71
					480 4755207	22.81
					480 4755207	31.32
					480 4755207	55.38
					484 4752207	27.62
					484 4752207	28.03
					484 4752207	28.90
					484 4752207	36.26
					484 4752207	36.78
					484 4752207	42.24
					484 4752207	52.22
					484 4752207	59.97
					484 4752207	75.77
					484 4752207	99.09
			CR-1GALLON SPLASH+32W/W	(41.98)	101 4753214	(41.98)
			MTNC YD-FILTERS	216.67	101 4245207	6.72
					101 4245207	6.85
					101 4315207	5.78
					101 4633207	6.85
					101 4633207	18.45
					101 4635207	5.78
					101 4635207	7.53
					101 4635207	7.53

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					101 4635207	22.48
					203 4752207	6.85
					203 4752207	7.53
					203 4752207	9.49
					203 4752207	18.45
					203 4752207	22.53
					203 4752207	49.47
					480 4755207	6.85
					484 4755207	7.53
			MNTPST ANCR/LANYARD/DCC	3,306.90	203 4785208	32.85
					203 4785456	317.55
			CONTR BAG/IND BAG/SQUEEGEE	400.52	483 4785660	2,956.50
					101 4755355	90.89
					330 4755777	235.37
					480 4755208	74.26
				<u>6,165.15</u>		<u>6,165.15</u>
7410195	09416	FAZIO, MATTHEW S.	01/20-LTV VIDEO PRODUCTION	520.00	101 4307296	520.00
7410196	09588	FERGUSON ENTERPRISES, LLC	MNTC YD-BX DUAL FLTR DIA KT	61.68	203 4752403	61.68
7410197	09822	FIDDLER ENERGY LLC	CONSULTNG SRVC-SHERIFF STATION	9,900.00	490 4250301	9,900.00
			CONSULTNG SRVC-SHERIFF STATION	38,550.00	490 4250301	38,550.00
				<u>48,450.00</u>		<u>48,450.00</u>
7410198	04203	FRANK'S RADIO SERVICE	JAN-FEB 20-QRTRLY REPEATER	1,500.00	101 4245350	1,500.00
7410199	04822	GILMORE, NATHAN	01/20-SPORTS OFFICIAL	50.00	101 4641308	50.00
7410200	06211	HARDY & HARPER, INC.	CP17003-2017 PVMNT MNGMNT PRGM	20,672.88	150 2100003	(1,088.05)
					206 12ST040924	1,088.05
					206 12ST040924	20,672.88
				<u>20,672.88</u>		<u>20,672.88</u>
7410201	02585	HARRELL, BARON	01/20-SPORTS OFFICIAL	586.00	101 4641308	586.00
7410202	06058	HAYNES SALES	SPECIAL SERVICE-EQ5664	680.55	101 4634207	680.55
			MTNC YD-SERVICE CALL	793.91	203 4752402	793.91
				<u>1,474.46</u>		<u>1,474.46</u>
7410203	03579	HEIN, ARLETH	01/20-SPORTS OFFICIAL	350.00	101 4641308	350.00
7410204	819	HERC RENTALS INC	NSC-CONCRT FLOOR RNTL-01/08/20	213.27	101 4635602	213.27
7410205	09341	HILLARD HEINTZE, LLC	HYBRID LAW ENF-CONSULTING SVCS	3,096.32	101 4820301	3,096.32
7410206	09369	INTERWEST CONSULTING GROUP INC	10/19-TRAFFIC ENGINEERING SVCS	5,100.00	210 15BR007924	5,100.00
			10/19-TRAFFIC ENGINEERING SVCS	320.00	210 15BR005924	320.00
			12/19-TRAFFIC ENGINEERING SVCS	3,930.00	101 4785301	3,930.00
			12/19-TRAFFIC ENGINEERING SVCS	1,600.00	217 11TS001924	472.00
					321 11TS001924	1,128.00
				<u>10,950.00</u>		<u>10,950.00</u>

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7410207	05804	ITERIS, INC	MTNC YD-EQUIPMENT REPLACEMENT	16,753.52	203 4785460	16,753.52
7410208	01419	JOHNSTONE SUPPLY	TOOLS-TUBE DRIER/WAFER/SCREWS	307.59	101 4650403	307.59
7410209	C8411	JULIE SUTTON PHOTOGRAPHY	PHOTOGRAPHY SERVICES	108.41	101 4770253	108.41
7410210	D2852	K B HOMES	RMS-TR61206-PHASE 2	21,250.00	101 2503001	21,250.00
7410211	C7946	L A CO DEPT ANIMAL CARE&CONTRL	12/19-HOUSING COSTS	45,006.19	101 4820363	45,006.19
7410212	09761	LA COUNTY BICYCLE COALITION	AFTER SCHOOL BICYCLE RODEO(3)	1,500.00	399 15ST055924	1,500.00
7410213	1280	LINCOLN AQUATICS	EPL-POOL LADDER	455.69	101 4631670	455.69
7410214	09720	LUNNON, DAVID JOSEPH	FIGURE MODEL	100.00	101 4651251	100.00
7410215	09417	MALDONADO, ARIEL	01/20-SPORTS OFFICIAL	345.00	101 4641308	345.00
7410216	06663	MASON, MELINDA	MARRIOTT GRNDBR KING-DAY PHOTOS	100.00	101 4240340	100.00
			MLK-PROJECTS-DAY PHOTOS	300.00	101 4100251	300.00
			JUSTICE SUNDAY-DAY PHOTOS	300.00	106 4100771	300.00
				<u>700.00</u>		<u>700.00</u>
7410217	06948	MCKISSIC, MAURISHA	01/20-SPORTS OFFICIAL	125.00	101 4641308	125.00
7410218	D3578	MINUTEMAN PRESS	LCE-LETTERHEAD(5000)	382.63	490 4250213	382.63
			LCE-CALPINE PUSH NOTICES(201)	202.31	490 4250213	202.31
			LCE-CALPINE PUSH NOTICES(281)	172.61	490 4250213	172.61
			LCE-CALPINE PUSH NOTICES(527)	321.03	490 4250213	321.03
			LCE-CALPINE PUSH NOTICES(365)	201.78	490 4250213	201.78
			LCE-CALPINE PUSH NOTICES(1)	1.81	490 4250213	1.81
			LCE-CALPINE PUSH NOTICES(250)	222.15	490 4250213	222.15
			LCE-CALPINE PUSH NOTICES(207)	147.34	490 4250213	147.34
				<u>1,651.66</u>		<u>1,651.66</u>
7410219	D1167	MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATE PAGES	1,729.00	101 4210360	1,729.00
7410220	08562	NAPA AUTO PARTS	IGNITION SWITCH-EQ6809	93.37	101 4245207	93.37
			FUEL NJCTR-EQ6807	589.53	101 4245207	589.53
			DUMP PUMP-EQ3776	288.31	203 4752207	288.31
			OIL FILTER-EQ5658	3.76	101 4633207	3.76
			DSL XHST FLD-EQ3840	218.99	484 4752207	218.99
			LED BCK P LGHT-EQ3989	194.03	480 4755207	194.03
				<u>1,387.99</u>		<u>1,387.99</u>
7410221	D2822	NATIONAL CINEMEDIA, LLC	THEATER ADS-01/25-02/21/20	1,368.00	490 4250772	1,368.00
7410222	07540	OFFICETEAM	KG-FIN STAFF-01/13-17/20	2,015.20	101 4410308	2,015.20
			KG-FIN STAFF-01/20-24/20	1,561.78	101 4410308	1,561.78
				<u>3,576.98</u>		<u>3,576.98</u>

City of Lancaster Check Register



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 From Check Date 01/19/20 - To Check Date: 02/01/20

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7410223	C3052	OXFORD INN AND SUITES	PAC-LDG-THE RAT PACK-01/19/20	89.54	101 4650257	89.54
7410224	05509	P A R S	11/19-REP FEES	5,107.33	101 4220301	5,107.33
7410225	05741	P P G ARCHITECTURAL FINISHES	MLK-PAINT	810.30	101 4649566	810.30
7410226	09275	PACIFIC COAST LOCATORS	DIG ALERT SERVICE	9,500.00	480 4755301 483 4785301 484 4755301	3,166.67 3,166.66 3,166.67
				<u>9,500.00</u>		<u>9,500.00</u>
7410227	D1515	PACIFIC STATE APPRAISAL	123 E AVE J2-APPRAISAL	400.00	363 4342770	400.00
7410228	05998	PAVING THE WAY FOUNDATION	CMMNTY SPPRT/GOOD CTZNSHP PRGM	5,500.00	101 4820301	5,500.00
7410229	05602	PETROLEUM EQUIPMENT CONST SRV	VAPOR TESTING/REPORT	2,882.40	101 4753402	2,882.40
7410230	08967	PIONEER ATHLETICS	NSC-WHITE PAINT NSC-ORANGE PAINT	547.50 711.76	101 4635404 101 4635404	547.50 711.76
				<u>1,259.26</u>		<u>1,259.26</u>
7410231	05780	PLUMBERS DEPOT, INC	VALVES(2)-EQ3998	450.97	480 4755207	450.97
7410232	06709	PRICE, ROGER	01/20-SPORTS OFFICIAL	75.00	101 4641308	75.00
7410233	06160	PRIME TIME PARTY RENTALS	OBSTACLE COURSE RENTAL	600.00	101 4640251	600.00
7410234	06087	PRIORITY AUTO GLASS	DRIVER DOOR GLASS-EQ6812	150.00	306 4342207	150.00
7410235	C5395	PRO ACTIVE WORK HEALTH SERVICES	NC-PHYS/ESCRN/BAT NON-12/13/19 RG-PHYSICL EXAM/ESCRN-12/03/19 DW-PHYSICL EXAM/ESCRN-12/03/19 JS-DRUG TST/ESCRN TST-12/18/20 RW-DMV DOT PHYSICAL-01/06/20 SF-DMV DOT PHYSICAL-01/07/20 DH-DMV DOT PHYSICAL-01/14/20 BK-DMV DOT PHYSICAL-01/14/20 RT-DMV DOT PHYSICAL-01/14/20 GW-PHYS/ESCRN/TB/DMV-01/14/20 CF-DMV DOT PHYSICAL-01/14/20 JH-PHYSICL EXAM/ESCRN-01/09/20	120.00 80.00 80.00 90.00 69.00 69.00 69.00 69.00 69.00 69.00 169.00 69.00 80.00	101 4220255 101 4220255 101 4220255 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301 101 4220301	120.00 80.00 80.00 90.00 69.00 69.00 69.00 69.00 69.00 69.00 169.00 69.00 80.00
				<u>1,033.00</u>		<u>1,033.00</u>
7410236	06607	PUMPMAN INC	07/19-06/20-QRTLTY PUMP MTNC	1,665.00	480 4755402	1,665.00
7410237	09513	REDSTONE GOVERNMENT CONSULTING	11/30-12/27/19-PROFESSNL SVCS	10,185.95	101 4220245	10,185.95
7410238	06712	RICE, BRIAN S.	01/20-SPORTS OFFICIAL	23.00	101 4641308	23.00
7410239	C4435	ROACH'S TERMITE PEST CONTROL	OMP-01/20 PEST CONTROL	190.00	101 4634402	190.00

City of Lancaster Check Register



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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7410240	D3947	S G A CLEANING SERVICES	MOAH-REPAIR SERVICE TABLES	780.00	101 4653251	780.00
			OMP-WELDING REPAIR	185.00	101 4634402	185.00
			OMP-PAINTED BENCHS FIELD AREA	985.00	101 4634402	985.00
				<u>1,950.00</u>		<u>1,950.00</u>
7410241	03962	SAFETY KLEEN	BULK OIL/GREASE DISPOSAL	2,088.89	101 4753214	2,088.89
			BULK OIL/GREASE DISPOSAL	565.44	101 4753214	565.44
			BULK OIL/GREASE DISPOSAL	1,000.37	101 4753214	1,000.37
			HAZ WASTE PARTS WASHER	141.41	101 4753657	141.41
				<u>3,796.11</u>		<u>3,796.11</u>
7410242	A8260	SAGE STAFFING	SO-PBLC SFTY STF-01/13-19/20	588.38	101 4820308	588.38
7410243	C3064	SANTOS, RENALDO	01/20-SPORTS OFFICIAL	828.00	101 4641308	828.00
7410244	1894	SIGNS & DESIGNS	PAC-POSTERS	213.53	101 4650205	213.53
7410245	5210	SLATER PIANO SERVICE	PAC-PIANO TUNNG-COMMNTY CNCRTS	100.00	101 4650301	100.00
7410246	01816	SMITH PIPE & SUPPLY INC	NSC-IRRIGATION SUPPLIES	273.07	101 4635404	273.07
			OMP-IRRIGATION SUPPLIES	29.39	101 4634404	29.39
			OMP-IRRIGATION SUPPLIES	134.89	101 4634404	134.89
				<u>437.35</u>		<u>437.35</u>
7410247	08988	SMITH, CHRISTINA	01/20 CONSULTING SRVCS	2,885.00	101 4300301	2,885.00
7410248	C0674	SOBALVARRO, DAVID	01/20-SPORTS OFFICIAL	161.00	101 4641308	161.00
7410249	09163	SOCAL OFFICE TECHNOLOGIES	01/27-02/26/20-EQUIPMENT	302.22	101 4410254	302.22
7410250	04688	SPARKLETTS	WATER(10-24PKS)	107.94	101 4100205	107.94
7410251	09160	ST. FRANCIS ELECTRIC, LLC	09/19-STREET LIGHTING MTNC	6,355.00	483 4785460	6,355.00
			10/19-STREET LGHT KNOCKED DOWN	737.00	483 4785460	737.00
			10/19-STREET LGHT KNOCKED DOWN	670.00	483 4785460	670.00
			10/19-STREET LGHT KNOCKED DOWN	670.00	483 4785460	670.00
			10/19-STREET LGHT KNOCKED DOWN	804.00	483 4785460	804.00
			10/19-SERVICE METER DAMAGED	335.00	483 4785460	335.00
			11/19-STREET LGHT POLE INSTLTN	6,355.00	483 4785460	6,355.00
			11/19-STREET LGHT KNOCKED DOWN	804.00	483 4785460	804.00
			11/19-REMV FALLN OVRHEAD WIRES	635.00	483 4785660	635.00
				<u>17,365.00</u>		<u>17,365.00</u>
7410252	06429	STANTEC CONSULTING SRVCS INC	CP21001-2020 SPRNG PVMNT PRGM	31,967.00	203 12ST041924	30,392.00
					209 12ST040924	1,575.00
				<u>31,967.00</u>		<u>31,967.00</u>
7410253	D2143	STREAMLINE AUDIO VISUAL, INC	AUDIO RENTAL-01/31-02/01/20	1,500.00	101 4641270	1,500.00
7410254	D2316	STUART, CAROL	10/19-12/19-CONSULTING SVCS	10,886.46	306 4342301	10,886.46

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7410255	A6479	TAFT ELECTRIC COMPANY	INSTL ANCHOR BOLTS-BLVD/12ST E MLS-ELECTRICAL REPAIRS	722.20 2,493.57 <u>3,215.77</u>	203 4785460 209 4633402	722.20 2,493.57 <u>3,215.77</u>
7410256	2009	THE TIRE STORE	TIRES(2)-EQ0005	238.50	101 4820207	238.50
7410257	C5522	THOMSON REUTERS-WEST PMT CENT 10/19-INFORMATION CHARGES		868.45	101 4230301	868.45
7410258	09754	TOYOTA OF LANCASTER	RSC-PURCHASES-01/17/20	3,000.00	490 4250772	3,000.00
7410259	08319	TRIPEPI SMITH & ASSOCIATES INC	MARKETING VIDEO PRODUCTION	4,348.37	490 4250772	4,348.37
7410260	08783	UNIFIRST CORPORATION	UNIFORM CLEANINGS	117.51	480 4755209	117.51
7410261	C4011	UNITED RENTALS	OMP-DEMO HAMMER RENTL-01/07/20 OMP-DEMO HAMMR RNTL-1/16-17/20	99.16 111.21 <u>210.37</u>	101 4634602 101 4634602	99.16 111.21 <u>210.37</u>
7410262	05551	UNITED SITE SRVCS OF CA,SO DIV	FENCE RENTAL-12/27/19-01/23/20	61.32	101 4633602	61.32
7410263	08377	USA SOFTBALL OF SC	2020 WINTER ASA REG(60)	1,200.00	101 4641270	1,200.00
7410264	09813	VAN DERMYDEN MADDUX LAW CORP	PROFESSIONAL SERV-12/02-31/19	13,542.03	101 4100303	13,542.03
7410265	08893	VIPER ENTERPRISES, INC	LNDSCAPNG SECURITY-SPR16-07	3,589.00	101 2503000	3,589.00
7410266	09590	VIVINT INC	PS-SMRT HME SVC-01/25-02/24/20	73.53	101 4800301	73.53
7410267	06384	VOYAGER FLEET SYSTEMS INC	VOYAGER FLEET SYSTEMS 01/24/20	217.80	101 2602000	217.80
7410268	04496	VULCAN MATERIAL WESTERN DIV	ASPHALT COLD MIX COLD MIX	267.57 168.90 218.18 <u>654.65</u>	203 4752410 203 4752410 203 4752410	267.57 168.90 218.18 <u>654.65</u>
7410269	31026	WAXIE SANITARY SUPPLY	NSC-JANITORIAL SUPPLIES OMP-WAXIE SHIELD/PF SYNTH NSC-JANITORIAL SUPPLIES OMP-JANITORIAL SUPPLIES	188.21 55.72 1,138.81 1,872.06 <u>3,254.80</u>	101 4631406 101 4634406 101 4635406 101 4634406	188.21 55.72 1,138.81 1,872.06 <u>3,254.80</u>
7410270	A8344	WEST, DAVID-WESTWORKS LIVE	01/21/20-AUDIO SRVC-RAT PACK	275.00	101 4650602	275.00
7410271	05093	WESTERN EQUIPMENT SERVICE CO	MTNC YD-CLEAN FLTER/TEST SYSTM MTNC YD-REPAIR MECHANCL FITNG	187.24 416.99 <u>604.23</u>	203 4752402 203 4752402	187.24 416.99 <u>604.23</u>
7410272	09794	YBA SHIRTS	JERSEYS W/LOGO(300)	2,949.00	101 2175000 101 4641251	(280.16) <u>3,229.16</u> 2,949.00

City of Lancaster Check Register



From Check No.: 7410037 - To Check No.: 7410278

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Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
7410273	07358	YELLOW BRICK ROAD ENTERTAINMNT DEP-ZEPPELIN USA-02/08/20		2,300.00	101 4650318	2,300.00
7410274	D3242	ZIMMER, DANIEL	01/20-SPORTS OFFICIAL	575.00	101 4641308	575.00
7410275	A8656	KIMLEY-HORN & ASSOCIATES INC	CP16008-PED GAP CLSRE-11/30/19	54,382.50	232 15SW016924	54,382.50
7410276	07921	NAT'L AUTO FLEET GROUP	2019 FORD CHASSIS/STENCL TRUCK	115,865.48	209 4785752	115,865.48
7410277	03762	OFFICE DEPOT	WORK STATIONS(75)/MONITORS(30)	78,507.50	101 4315291	78,507.50
7410278	06220	T R C SOLUTIONS, INC	CP21006-AVE K/SR14 INTERCHANGE	97,055.02	210 15BR004924	97,055.02

Chk Count 242

Check Report Total 4,789,849.30

City of Lancaster Check Register



From Check No.: 101010572 - To Check No.: 101010582

From Check Date 01/19/20 - To Check Date: 02/01/20

Printed: 2/6/2020 11:18

Check No	Supplier	Supplier Name	Invoice Description	Invoice Amt	Charge Code	GL Amount
101010572	08916	TENASKA POWER SERVICES CO	LCE-CARBON FREE ENERGY	11,535.88	490 4250653	11,535.88
101010573	09255	TGP ENERGY MANAGEMENT LLC	12/19-ENERGY PROCUREMENT	6,265.00	490 4250653	6,265.00
101010574	09331	CA CHOICE ENERGY AUTHORITY	12/19-PROFESSIONAL SVCS	167,041.16	490 4250206 490 4250301 490 4250301 490 4250301 490 4250301 490 4250301 490 4250653	24,240.00 2,500.00 2,556.55 16,631.61 45,483.00 70,630.00 5,000.00
				<u>167,041.16</u>		<u>167,041.16</u>
101010575	07172	ENERGY AMERICA, LLC	11/19-LCE ENERGY CHARGS-SPOWER	528,960.21	490 4250301 490 4250653	23,928.75 505,031.46
				<u>528,960.21</u>		<u>528,960.21</u>
101010576	07936	WESTERN ANTELOPE DRY RANCH LLC	11/19-LCE ENERGY CHARGS-SPOWER	57,136.76	490 4250653	57,136.76
101010577	09449	MORGAN STANLEY CAPITAL GRP INC	MORGAN STNLY-11/19 ENRGY CHRGS	360,057.25	490 4250653	360,057.25
101010578	00370	CITY OF LANCASTER/PETTY CASH	PETTY CASH DRAW	13,500.00	101 1020004 101 1020004	5,000.00 8,500.00
				<u>13,500.00</u>		<u>13,500.00</u>
101010579	05987	THE VISITORS BUREAU-LANCASTER	11/19 TBID FEES	40,878.33	101 2501000	40,878.33
101010580	C9589	U S BANK CORP PAYMENT SYSTEMS	01/10/20-CALCARD STATEMENT	72,949.07	101 2601000	72,949.07
101010581	C9785	THE BANK OF NEW YORK MELLON	HUD SECTION 108 DEBT SRVC PMTS	10,840.30	361 4342908 361 4342908	4,657.90 6,182.40
				<u>10,840.30</u>		<u>10,840.30</u>
101010582	09787	FLOCK IS, INC.	BNFTS ADMN PEPM-7/1/19-6/30/20	11,700.00	101 4220301 101 4410301	3,380.00 8,320.00
				<u>11,700.00</u>		<u>11,700.00</u>
Chk Count	<u>11</u>			Check Report Total	<u>1,280,863.96</u>	

STAFF REPORT
City of Lancaster

CC 3
02/25/20
JC

Date: February 25, 2020
To: Mayor Parris and City Council Members
From: Pam Statsmann, Finance Director
Subject: **Monthly Report of Investments – January 2020**

Recommendation:

Accept and approve the January 2020 Monthly Report of Investments as submitted.

Fiscal Impact:

None

Background:

Each month, the Finance Department prepares a report listing the investments for all separate entities under the jurisdiction of the City as identified in the City’s Comprehensive Annual Financial Report.

Portfolio Recap

Yield:

	<u>January 2020</u>	<u>December 2019</u>
Total Portfolio	1.98%	1.80%
Local Agency Investment Fund	1.97%	2.04%
Total Portfolio Balance:	\$72,959,617	\$67,722,141

The portfolio balance increased from December to January by \$5,237,476 or 6.7%. Significant revenues for January included \$9,685,868 Property Tax, \$3,697,880 annual RPTTS/ROPS receipts, \$1,947,037 Sales & Use Tax, \$481,183 MTA Proposition A & C, \$401,318 LCE, \$345,610 Measure M & R, \$306,646 Highway Users Tax, and \$288,463 Business Licensing. The largest City expenditures were \$6,829,139 for Capital Projects, \$2,526,401 Payroll & Benefits related, \$2,273,478 to LA County Sheriff for December 2019 law enforcement services, and \$273,736 LA County Fire.

The City's temporary idle cash, those funds that are not immediately needed to pay current bills and not governed by bond indentures or bond resolutions, is invested in accordance with the City's adopted Investment Policy. This policy is reviewed regularly by the City Council, with the latest policy adopted February 13, 2018, by Resolution No. 18-06.

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible within the guidelines of this Investment Policy. The City attempts to achieve the highest yield obtainable through a diversified portfolio only after meeting the criteria established for safety and liquidity in that order. The principal investment objectives of the City are:

1. Preservation of capital and protection of investment principal;
2. Maintenance of sufficient liquidity to meet anticipated cash flows;
3. Attainment of a market rate of return;
4. Diversification to avoid incurring unreasonable market risks, and;
5. Compliance with the City's Municipal Code and with all applicable City resolutions, California statutes and Federal regulations.

The City's portfolio is a short-term and intermediate-term fixed income portfolio. The maximum maturity of any investment is 5 years, with consideration of anticipated cash flow requirements and known future liabilities. The City contracts with an investment advisory service (Insight Investment) to assist in the effort to maximize the returns of the City portfolio. The City's investments include publicly traded Treasury notes, Treasury Bills, Federal Agency Investments, Time Deposits, and Local Agency Investment Fund (LAIF) under the auspices of the State Treasurer for investment. Funds invested in LAIF are available within 24 hours, and other investments are available upon maturity at full face value. These investments enable the City to meet its expenditure requirements for the next six months, as required by state law.

The City's investment procedures are governed by Sections 53600 et. seq. of the California Government Code. Additional requirements have been placed on the City's authorized investments by the Investment Policy (a copy is available in the Finance Department or from the City Clerk), and all investments listed on the attached report adhere to these requirements.

PS:MA

Attachment:

Monthly Report of Investments

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
31-Jan-20**

	Interest Rate	Amount	Total
<u>City of Lancaster</u>			
Wells Fargo Bank			\$7,716,988
City of Lancaster Account (note 1)	0.00%	\$7,616,988	
Certificate of Deposit	0.10%	\$100,000.00	
Bank of America			\$100,000
Certificate of Deposit	0.05%	\$100,000.00	
U S Bank - Safekeeping (note 2)			\$40,274,693
Commercial Paper	0.00%	\$0	
US Treasury Notes	2.43%	\$19,830,308	
Federal Government Agencies	2.00%	\$7,081,110	
Corporate Securities	2.50%	\$11,780,930	
Municipal/Provincial Bonds	2.50%	\$1,531,545	
Cash & Equivalents	0.00%	\$50,800	
Chase Bank			\$150,934
Certificate of Deposit	0.01%	\$150,934.37	
Local Agency Investment Fund (L.A.I.F.)	1.97%	\$20,588,085	\$20,588,085
Total City of Lancaster			\$68,830,700
Successor Agency for the Lancaster Redevelopment Agency			
Local Agency Investment Fund (L.A.I.F.)	1.97%	\$4,128,917	\$4,128,917
Total Lancaster Successor Agency			\$4,128,917
Total Pooled Portfolio (note 3)			\$72,959,617
Weighted Average	1.98%		

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
31-Jan-20**

	Interest Rate	Amount	Total
River City Bank			\$4,286,328
Lancaster Choice Energy LockBox Account	0.00%	\$2,926,642	
CCEA Cash Collateral Account	2.21%	\$509,783	
CCEA Operating Account	0.00%	\$849,903	
The Bank of New York Mellon Trust Company, N.A.			\$1,483,822
LRA & LA County Escrow Account - Government Bonds	0.00%	\$1,483,822	
US Bank			\$81,036,997
CFD 89-1 1990 Special Bonds	1.46%	\$425	
LFA CFD 89-1 1997 Special Bonds	1.46%	\$1,777	
LFA L O BONDS 1997 SERIES A & B	0.56%	\$1,140,582	
LRA Combined 2004 Fire Protection Facilities Project Bonds	1.46%	\$856,021	
LRA Combined 2004 Sheriff Facilities Prjct Refunding Bonds	1.46%	\$1,808,368	
LRA Public Capital Facilities 2010 Project Lease Revenue Bond	1.46%	\$413,459	
LPA Solar Renewable Energy Issue of 2012A	1.46%	\$2,305,273	
SA Combined Project Areas Refunding Bonds 2015A & B	1.46%	\$491,176	
SA Combined Project Areas Refunding Bonds 2016 A-1 & A-2	1.46%	\$1,034,232	
SA Combined Project Areas Refunding Bonds 2016B	1.46%	\$973,534	
LFA 2016 Assessment Revenue Bonds (Streetlights Acquisition)	1.46%	\$800	
SA 2017 Tax Allocation Revenue Bonds (TARB)	1.46%	\$1,265,289	
LFA LRB 2018 Construction and Improvements	1.46%	\$15,334,705	
LFA 2018 Lease Revenue Bonds	1.46%	\$235	
LFA LRB 2019 Street Improvements	1.46%	\$55,411,122	
Total Restricted Cash/Investments Held in Trust		<u>\$81,036,997</u>	
Total Restricted Cash/Investments Held in Trust (note 4)			<u><u>\$86,807,146</u></u>

All investments are authorized pursuant to and consistent with the investment policy of the City of Lancaster. Policy adopted 02/13/18 under resolution number 18-06.

Pam Statsmann
Finance Director

**ATTACHMENT A
CITY OF LANCASTER
MONTHLY REPORT OF INVESTMENTS
January 31, 2020**

- (1) This is the actual City bank account balance as of 1/31/2020. It only reflects checks that have been presented for payment and deposits received by the bank. The balance on deposit per the City books would reflect reductions for all checks and warrants issued and all deposits transmitted.
- (2) This is the safekeeping account utilized for investing City funds pursuant and consistent with the investment policy adopted 02/13/2018. The current portfolio consists of treasury notes, government agencies, corporates, and CDs.
- (3) Pooled Portfolio:

	<u>% of Portfolio</u>	<u>Policy Limit</u>
Cash	11.14%	None
CDs	0.51%	25% of total portfolio
Commercial Paper	0.00%	25% of total portfolio
US Treasury	28.81%	None
Federal Securities	10.29%	None
Corporate Securities	17.12%	30% of total portfolio
Municipal/Provincial	2.23%	None
LAIF	29.91%	None

- (4) These are restricted cash and investments are held in trust by the banks indicated. These amounts cannot be pooled for other investing.

City of Lancaster
Cash Balances by Fund
January 31, 2020

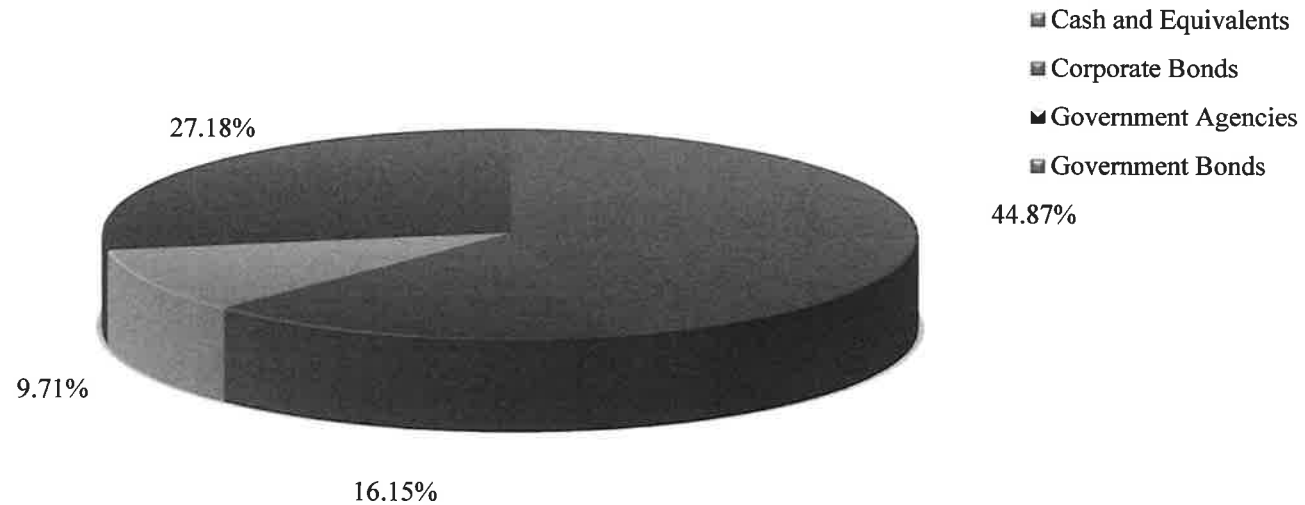
Fund No.	Fund Name	Ending Balance	Fund No.	Fund Name	Ending Balance
101	GENERAL FUND	\$ (1,350,495)	323	STATE GRANT - STPL	\$ -
104	CAPITAL REPLACEMENT FUND	\$ 1,267,424	324	STATE GRANT - OTS	\$ (5,389)
106	COMMUNITY SERVICES FOUNDATION	\$ 129,251	330	STATE GRANT RECYCLING	\$ 213,895
109	CITY SPECIAL RESERVES FUND	\$ 20,151,281	331	STATE GRANT - OIL RECYCLING	\$ 13,300
150	CAPITAL PROJECTS FUND - CITY	\$ (13,611,177)	349	MISC STATE GRANTS	\$ (176,788)
203	GAS TAX	\$ 3,111,512	361	CDBG	\$ (396,971)
204	AQMD	\$ (40,211)	363	NBRHD STABILIZATION PRGM	\$ 2,457,769
205	PROP 1B	\$ 185,393	364	HPRP-HOMELESS PREV & RAPID REH	\$ -
206	TDA ARTICLE 8 FUND	\$ (255,767)	391	LANCASTER HOME PROGRAM	\$ 868,192
207	PROP "A" TRANSIT FUND	\$ 1,996,920	399	FEDERAL MISCELLANEOUS GRANTS	\$ (1,798,434)
208	TDA ARTICLE 3 BIKEWAY FUND	\$ (48,736)	401	AGENCY FUND	\$ 297,470
209	PROPOSITION "C" FUND	\$ 6,508,569	402	PERFORMING ARTS CENTER	\$ (15,250)
210	MEASURE R FUND	\$ 2,745,044	404	GRANTS FUND	\$ -
211	MEASURE M FUND	\$ 4,435,677	408	X-AEROSPACE GRANTS FUND	\$ -
212	MEASURE A FUND	\$ (385,953)	456	STILL MEADOW LN SWR ASSMNT DST	\$ 7,744
213	PARKS DEVELOPMENT FUND	\$ 440,701	480	SEWER MAINT FUND	\$ 4,913,440
217	SIGNALS - DEVELOPER FEES FUND	\$ 2,429,430	482	LANDSCAPE MAINTENANCE DISTRICT	\$ 2,101,010
220	DRAINAGE - DEVELOPER FEES FUND	\$ 4,518,920	483	LIGHTING MAINTENANCE DISTRICT	\$ 667,361
224	BIOLOGICAL IMPACT FEE FUND	\$ 817,163	484	DRAINAGE MAINTENANCE DISTRICT	\$ 2,500,843
226	USP - OPERATION	\$ 2,569	485	RECYCLED WATER FUND	\$ 147,224
227	USP - PARKS	\$ 1,380,022	486	LANCASTER POWER AUTHORITY	\$ 3,063,478
228	USP - ADMIN	\$ 24,265	490	LANCASTER CHOICE ENERGY	\$ 5,449,839
229	USP - CORP YARD	\$ 159,872	491	CALIFORNIA CHOICE ENERGY AUTH	\$ 138,401
230	MARIPOSA LILY FUND	\$ 62,733	701	LANCASTER FINANCING AUTHORITY	\$ (874,210)
232	TRAFFIC IMPACT FEES FUND	\$ 1,875,888	810	ASSESSMENT DISTRICT FUND	\$ 154,596
233	DEVELOPER IN LIEU	\$ 100,856	811	AD 93-3	\$ 203,124
248	TRAFFIC SAFETY FUND	\$ 136,916	812	AD 92-101	\$ 91,530
251	ENGINEERING FEES	\$ -	830	CFD 89-1 EASTSIDE WATER FUND	\$ 260,321
252	PROP 42 CONGESTION MANAGEMENT	\$ 93,194	831	CFD 90-1 (BELLE TIERRA)	\$ 455,144
261	LOS ANGELES COUNTY REIMB	\$ (36,404)	832	CFD 91-1 (QUARTZ HILL)	\$ 777,371
301	LANCASTER HOUSING AUTH. OPS.	\$ 1,862,660	833	CFD 91-2 (LANC BUSINESS PARK)	\$ 438,874
306	LOW & MOD INCOME HOUSING	\$ 8,338,401	991	REDEV OBLIGATION RETIREMENT FD	\$ 4,377,783
321	MTA GRANT - LOCAL	\$ (1,195,830)			
				Total Cash Balance	\$ 72,181,751

* Variance from portfolio balance due to deposits in transit and outstanding checks at month end

**City of Lancaster
Recap of Securities Held
January 31, 2020**

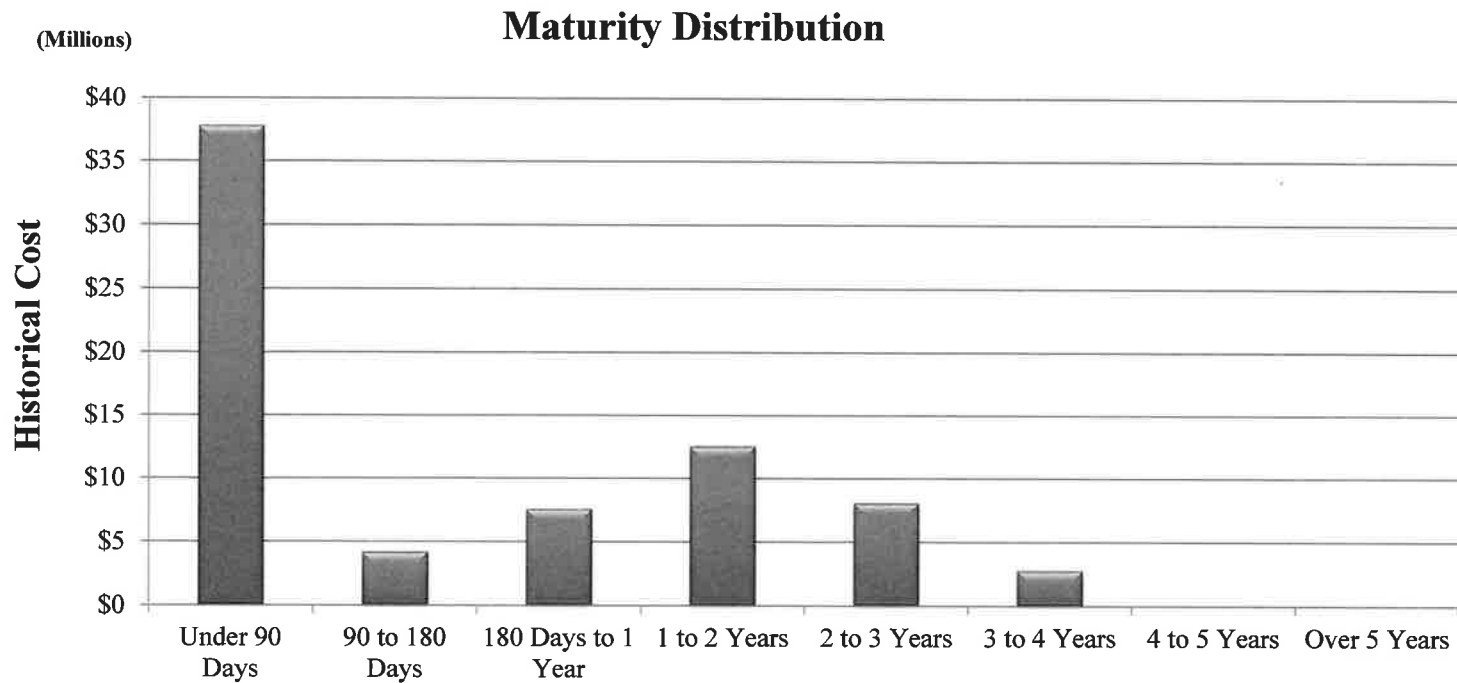
	Historical Cost	Amortized Cost	Fair Value	Unrealized Gain (Loss)	Weighted Average Effective	% Portfolio/ Segment	Weighted Average Market
Cash and Equivalents	\$32,735,723	\$32,735,723	\$32,735,723	\$0	1	44.87%	0.00
Corporate Bonds	\$11,780,930	\$11,789,634	\$11,880,730	\$91,096	394	16.15%	1.02
Government Agencies	\$7,081,110	\$7,083,146	\$7,102,182	\$19,036	632	9.71%	1.64
Government Bonds	\$19,830,308	\$19,809,230	\$20,051,279	\$242,049	585	27.18%	1.55
Municipal/Provincial Bonds	\$1,531,545	\$1,528,599	\$1,534,170	\$5,571	974	2.10%	2.56
TOTAL	\$72,959,617	\$72,946,332	\$73,304,085	\$357,752	552	100.00%	1.45

Portfolio Diversification



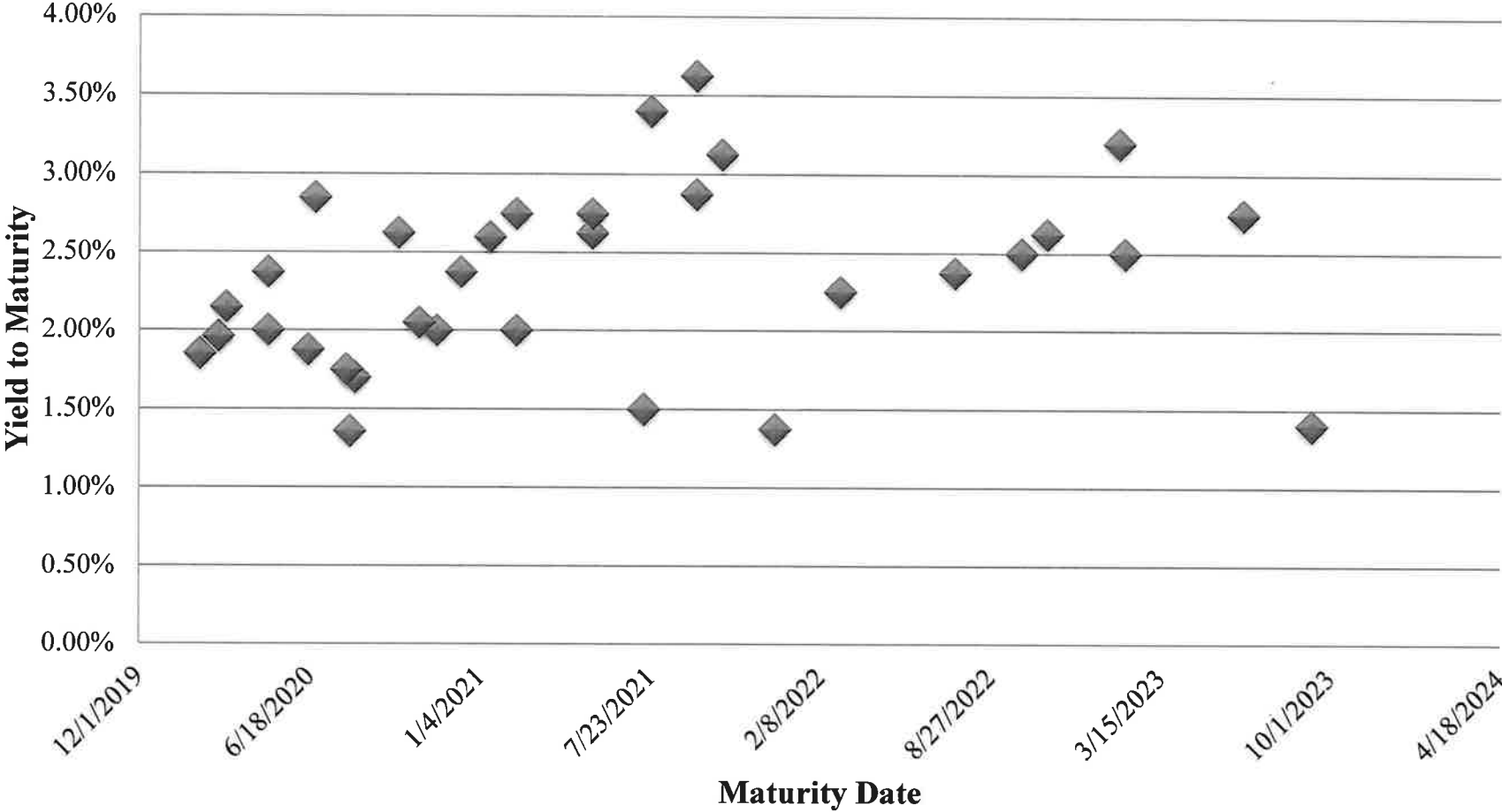
City of Lancaster
Maturity Distribution
January 31, 2020

Maturity	Historical Cost	Percent
Under 90 Days	\$37,846,996	51.87%
90 to 180 Days	\$4,201,642	5.76%
180 Days to 1 Year	\$7,538,247	10.33%
1 to 2 Years	\$12,537,708	17.18%
2 to 3 Years	\$8,060,551	11.05%
3 to 4 Years	\$2,774,474	3.80%
4 to 5 Years	\$0	0.00%
Over 5 Years	\$0	0.00%
	\$72,959,617	100.00%



City of Lancaster
Securities Held
January 31, 2020

Securities Held



STAFF REPORT
City of Lancaster

CC 4
02/25/20
JC

Date: February 25, 2020

To: Mayor Parris and City Council Members

From: Christopher Aune, Housing Manager

Subject: **Resolution Authorizing the Los Angeles County Development Authority (LACDA) to Issue Bonds or Notes in an Amount Not to Exceed \$20,000,000 and Make/or Acquire Mortgage Loans to Finance the Development of a Multifamily Rental Housing Project in the City of Lancaster, California**

Recommendations:

- a. Adopt **Resolution No. 20-06**, authorizing the Los Angeles County Development Authority to issue bonds or notes in an amount not to exceed \$20,000,000 and make/or acquire mortgage loans to finance the development of a multifamily rental housing project; and
- b. Authorize City Manager to execute the inter-local cooperation agreement between the City of Lancaster and the County of Los Angeles.

Fiscal Impact:

Under the proposed agreement, the Bonds to be issued by the Housing Authority of the County of Los Angeles for the Project will be the sole responsibility of the Borrower and the City will have no financial, legal, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project.

Background:

As part of the financing process, Cherry on Top LP is working with the Los Angeles Community Development Authority (LACDA) as their issuer to submit a bond application to the California Department Limit Allocation Committee (CDLAC) in 2019. CDLAC will then have a bond hearing allocation meeting in March 2020. In order for LACDA to serve as the issuer, the City will need to issue a Resolution authorizing LACDA to issue the bonds and sign an inter-local cooperation agreement.

The inter-local cooperation agreement between the City of Lancaster and the County of Los Angeles, a political subdivision of the State of California, pursuant to the provisions of Section 52086 of the Health and Safety Code of the State of California for the purpose of evidencing the agreement of City and County to cooperate with one another in the exercise of their powers pursuant to the provisions of Chapter 7 of Part 5 of Division 31 and Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended, to permit County to issue revenue bonds or notes for the purpose of financing the acquisition and construction of multifamily rental housing located in the City.

City acknowledges that County, acting through the Los Angeles County Development Authority, (LACDA) noticed a public hearing with respect to the issuance of the bonds and the financing of the project in a newspaper of general circulation in the City and that such hearing was conducted by the LACDA. City confirms such action on the part of County and adopts such hearing for purposes of the Code.

Upon Council approval, staff will proceed with recommended actions.

CA:cd

Attachments:

Resolution No. 20-06

Interlocal Cooperation Agreement

RESOLUTION NO. 20-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AUTHORIZING THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY TO ISSUE BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED \$20,000,000 AND MAKE OR ACQUIRE MORTGAGE LOANS TO FINANCE THE DEVELOPMENT OF A MULTIFAMILY RENTAL HOUSING PROJECT IN THE CITY OF LANCASTER

WHEREAS, the Los Angeles County Development Authority (the "LACDA") has determined to engage in a multifamily rental housing finance program pursuant to Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Act"), and to issue revenue bonds or notes to finance the acquisition, construction, development and/or rehabilitation of multifamily rental housing in the County of Los Angeles (the "County"), all as provided for in the Act (the "Program"); and

WHEREAS, the LACDA intends, in the exercise of its powers under the Act and the Program, to issue bonds or notes and make or acquire mortgage loans to finance the development of a 70-unit multifamily rental housing development (the "Project") located at 44948 10th Street West, Lancaster CA 93534 in the City of Lancaster (the "City");

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

Section 1. The LACDA may issue bonds or notes pursuant to a plan of financing in an amount not to exceed \$20,000,000 and make or acquire mortgage loans under the Program, all as more specifically set forth in the Act, with respect to the Project within the City and further agrees that the LACDA may exercise any or all of its powers for the purpose of financing mortgage loans pursuant to the Act and the Program with respect to the Project. The City will have no responsibilities relating to the Program, this resolution shall not bind the City to any financial obligation or credit risk or allow any repayment recourse to the City and nothing herein shall be deemed to bind the City to make any expenditure or to incur indebtedness in relation to the Program or the revenue bonds or notes referred to above. This resolution shall not alter any term or condition of the agreements entered into by the LACDA with the developer of the Project.

Section 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED this 25th day of February, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss
CITY OF LANCASTER)

CERTIFICATION OF RESOLUTION
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Resolution No. 20-06, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is entered into as of [_____], 2020 by and between the City of Lancaster (“City”), and the County of Los Angeles, a political subdivision of the State of California, (“County”), pursuant to the provisions of Section 52086 of the Health and Safety Code of the State of California (the “Law”) for the purpose of evidencing the agreement of City and County to cooperate with one another in the exercise of their powers pursuant to the provisions of Chapter 7 of Part 5 of Division 31 and Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (the “Act”), to permit County acting through the Los Angeles County Development Authority (“LACDA”) to issue revenue bonds or notes for the purpose of financing the acquisition, construction and rehabilitation of multifamily rental housing located in the City.

WHEREAS, [_____] (the “Borrower”), having [_____] as a managing general partner and [_____] as administrative partner, has requested that County issue its revenue bonds or notes pursuant to the Act for the purpose of financing the acquisition and construction of Essex Tower, a multifamily residential rental housing project (the “Project”) located at 44948 10th Street West in the City; and

WHEREAS, LACDA has applied to the California Debt Limit Allocation Committee for an allocation of federal tax exempt volume cap for purposes of financing the Project; and

WHEREAS, the Law authorizes a county and one or more cities within the county to enter into agreements to join or cooperate with one another in the exercise jointly, or otherwise, of any or all of their powers for the purpose of financing multifamily rental housing development pursuant to the Act; and

WHEREAS, the Project is located within the City and such Agreement is required and City is located within the County.

NOW, THEREFORE, City and County hereby agree, pursuant to the provisions of the Act, as follows:

Section 1. The recitals above are true and correct.

Section 2. LACDA shall issue its revenue bonds or notes in accordance with the Act in one or more series for the purpose of financing the Project. City hereby consents to the issuance by LACDA of such revenue bonds or notes (the “Bonds”) and to the use of the proceeds of the Bonds to finance the acquisition and construction of the Project.

Section 3. City agrees to cooperate with County and LACDA to facilitate the issuance of the Bonds, and shall take such actions as are reasonably requested by LACDA to permit the issuance of Bonds including, without limitation, taking such actions as are necessary to comply

with the requirements of the Internal Revenue Code of 1986 (the “Code”) with respect to the issuance of the Bonds. Without limiting the generality of the foregoing, City submitted the proposed issuance of Bonds by the LACDA to finance the acquisition and construction of the Project to the City Council of the City for consideration for approval pursuant to the requirements of Section 147(f) of the Code. The City acknowledges that the County acting through LACDA noticed a public hearing with respect to the issuance of the Bonds and the financing of the Project and that such hearing was conducted by the LACDA. The City hereby ratifies such action on the part of the LACDA and adopts such hearing for purposes of the Code.

Section 4. Any Bonds issued under and pursuant to the terms of this Agreement shall be obligations solely of LACDA, and the City shall not be obligated thereon or with respect thereto.

Section 5. The City hereby agrees and acknowledges that the terms, conditions and provisions of any Bonds issued pursuant to this Agreement shall be determined in the sole and absolute discretion of LACDA, and that no further review or approval thereof shall be required by the City; provided, LACDA shall, upon the issuance of the Bonds, cause the Borrower to pay all expenses of the City in connection with the Bonds and the Project and shall cause the Borrower to indemnify, hold harmless and defend the City and each of its officers, supervisors, officials, employees, attorneys and agents in the same manner as the indemnification by the Borrower of the County and LACDA.

Section 6. Nothing herein shall obligate the City to expend any funds or incur any expenses. Nothing herein shall be interpreted to obligate any payment of any kind by the County or LACDA to the City or by the City to the County or LACDA.

Section 7. Each of the County and the City represents and warrants that it has all necessary power and authority to enter into this Agreement, and that it has taken all such actions and received all such approvals as are necessary to authorize the execution and performance of this Agreement.

Section 8. This Agreement is entered into under and pursuant to the laws of the State of California and shall be effective immediately upon its execution and delivery by the parties hereto.

Section 9. This Agreement may be entered into in one or more counterparts, each of which shall be considered an original for all purposes.

Section 10. If any provision of this Agreement is, for any reason, unenforceable, such provision shall be void and of no further force and effect, and the remainder of this Agreement shall remain binding and enforceable against the parties hereto.

[Remainder of page left blank]

This Agreement is entered into by the County and the City as of the date first set forth above.

CITY OF LANCASTER, as City

By _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Name:
Title:

**THE COUNTY OF LOS ANGELES, as
County**

By: Los Angeles County Development
Authority

By: _____
Acting Executive Director or Designee

Print Name

APPROVED AS TO FORM:

COUNTY OF LOS ANGELES
Mary C. Wickham, County Counsel

By: _____
Senior Deputy

STAFF REPORT
City of Lancaster

Date: February 25, 2020

To: Mayor Parris and City Council Members

From: Andrea Alexander, City Clerk

Subject: **Amendment to the Lancaster Municipal Code relating to the Lancaster Healthy Community Commission**

CC 5
02/25/20
JC

Recommendation:

Adopt **Ordinance No. 1072**, amending Chapter 2.38 of the Lancaster Municipal Code abolishing the Lancaster Healthy Community Commission and creating the Antelope Valley Healthy Community Commission.

Fiscal Impact:

While the City may incur some slight additional cost associated with the implementation of the new Commission, it is expected to be minimal.

Background:

The City of Lancaster has several Commissions that serve in an advisory capacity to the City Council. Commissioners are residents of, or primarily employed in, the City of Lancaster and the Antelope Valley and appointed by the Mayor with consent of the Council. As such, Commissioners provide feedback and recommendations to City Council for further consideration and action.

Ordinance No. 1072 abolishes the Lancaster Healthy Community Commission and creates the Antelope Valley Community Commission with the purpose of advocating for and promoting better health and well-being in the Antelope Valley.

At the February 11, 2020 City Council meeting, the City Council approved the introduction of Ordinance No. 1072, by the following vote:

AYES: Council Members Dorris, Malhi, Mann, Vice Mayor Crist, Mayor Parris
NOES: None
ABSTAIN: None
ABSENT: None

AA:kes

Attachment:

Ordinance No. 1072

ORDINANCE NO. 1072

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, CALIFORNIA, AMENDING CHAPTER 2.38 OF THE LANCASTER MUNICIPAL CODE ABOLISHING THE LANCASTER HEALTHY COMMUNITY COMMISSION AND CREATING THE ANTELOPE VALLEY HEALTHY COMMUNITY COMMISSION

WHEREAS, the City Council of the City of Lancaster (“City Council”) previously adopted Chapter 2.38 of the Lancaster Municipal Code creating the Neighborhood Vitalization Commission (“Original Commission”); and

WHEREAS, the City Council abolished the Original Commission and created the Lancaster Healthy Community Commission (“Amended Commission”), and

WHEREAS, the City Council intends to abolish the Amended Commission by amending Chapter 2.38 of the Lancaster Municipal Code.

WHEREAS, the City Council of the City of Lancaster (“City Council”) has determined that it is in the public interest to create the Antelope Valley Healthy Community Commission as set forth in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the purpose of the Antelope Valley Healthy Community Commission shall be to advocate for and promote better health and well-being in the Antelope Valley.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LANCASTER DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The City Council finds and determines that the above recitals are true and correct and incorporates the recitals herein by this reference.

Section 2. Chapter 2.38 of the Lancaster Municipal Code is hereby amended to read as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, including Exhibit “A”, is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 4. All ordinances or resolutions, or provisions of the Lancaster Municipal Code, or parts thereof, that are inconsistent with this Ordinance, are hereby repealed only to the extent of their inconsistency; provided, however, that such repeal shall not be construed to revive any ordinance or resolution, or part thereof.

Section 5. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in that regard and this Ordinance shall take effect thirty (30) days after its final passage.

I, Andrea Alexander, City Clerk of the City of Lancaster, do hereby certify that the foregoing ordinance was regularly introduced and placed upon its first reading on the 11th day of February, 2020, and placed upon its second reading and adoption at a regular meeting of the City Council on the 25th day of February, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVED:

ANDREA ALEXANDER
City Clerk
City of Lancaster

R. REX PARRIS
Mayor
City of Lancaster

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF LANCASTER)

CERTIFICATION OF ORDINANCE
CITY COUNCIL

I, _____, _____ City of Lancaster, California, do hereby certify that this is a true and correct copy of the original Ordinance No. 1072, for which the original is on file in my office.

WITNESS MY HAND AND THE SEAL OF THE CITY OF LANCASTER, on this _____ day of _____, _____.

(seal)

EXHIBIT "A"

Sections:

- 2.38.010 Creation and Purpose.
- 2.38.020 Membership.
- 2.38.030 Term of Office.
- 2.38.040 Chairman and vice-chairman.
- 2.38.050 Vacancy.
- 2.38.060 Removal.
- 2.38.070 Attendance.
- 2.38.080 Meetings.

2.38.010 Creation and Purpose.

There is created the Antelope Valley Healthy Community Commission for the city with the purpose of advocating for and promoting better health and well-being in the Antelope Valley.

2.38.020 Membership.

The Antelope Valley Healthy Community Commission shall be composed of five (5) or commissioners and up to three (3) alternates. All commissioners and alternates of the Antelope Valley Healthy Community Commission shall be appointed by the mayor, subject to approval of a majority of the city council. An alternate may replace any commissioner who is absent from a meeting or abstains from a matter due to an actual or potential conflict of interest.

2.38.030 Term of Office.

The term of each commissioner and alternate shall be one (1) year commencing on January 1 of each year and ending on the following December 31. Notwithstanding said term, a commissioner or alternate shall serve until a successor has been appointed. A commissioner or alternate may be reappointed for additional terms. Notwithstanding any provision of this chapter, all commissioners and alternates serve at the pleasure of the mayor and city council.

2.38.040 Chairman and Vice-Chairman.

The mayor shall appoint one of the commissioners of the Antelope Valley Healthy Community Commission as chairman to preside over the commission's meetings and another commissioner to serve as vice-chairman, to preside in the absence of the chairman.

2.38.050 Vacancy.

Any vacancy occurring on the Antelope Valley Healthy Community Commission shall be filled by an appointment made by the mayor, subject to approval of a majority of the city council. Any person appointed to fill such vacancy shall serve for the remainder of the term of the commissioner or alternate whose office has been vacated.

2.38.060 Removal.

Whenever, in the opinion of the mayor or upon a vote of a majority of the city council, the best interests of the city shall be served thereby, any commissioner or alternate of the Antelope Valley Healthy Community Commission may be removed from office by a majority vote of the city council.

2.38.070 Attendance.

If a commissioner is absent without cause from three (3) regular meetings of the Antelope Valley Healthy Community Commission during any calendar year, the mayor, subject to approval of a majority of the city council, may deem said commissioner's appointment immediately terminated, and may fill the vacancy in accordance with the provisions of this chapter.

2.38.080 Meetings.

The Antelope Valley Healthy Community Commission shall hold one regular meeting per month, which meeting(s) shall be held at the Lancaster City Hall Council Chamber located at 44933 Fern Avenue, Lancaster, California. The timing and date of such meeting(s) shall be established by majority of the Antelope Valley Healthy Community Commission.

**MEMORANDUM
CITY OF LANCASTER**

TO: Mayor Parris and City Council Members

FROM: Vice Mayor Marvin Crist

DATE: February 25, 2020

SUBJECT: **Report on the Activities of the Board of Directors for the Antelope Valley Transit Authority**

Recommendation:

Receive a report of the proceedings and issues discussed at the January regular Board of Directors meeting of the Antelope Valley Transit Authority (AVTA).

Background:

The Antelope Valley Transit Authority is a distinct government entity created under a joint powers authority agreement between the City of Lancaster, the City of Palmdale, and Los Angeles County that provides public transit services. Vice Mayor Marvin Crist serves as the Chairman, and Council Member Raj Malhi serves as an Alternate Director.

The following significant events took place at the regular January Board meeting:

Present: Chairman Marvin Crist
Vice Chair Dianne Knippel
Alternate Director Raj Malhi
Director Michelle Flanagan
Director Steve Hofbauer
Director Richard Loa

Absent: Angela Underwood-Jacobs

FY 2020 Mid-Year Budget Review and Proposed Adjustments

Approved the Proposed FY 2020 Mid-Year Budget adjustments.
Approved (6-0-0-0)

Contract #2020-20 to AV Transportation Services, LLC, Lancaster, California, For Dial-A-Ride and Other On-Request Shared Mobility Services

Authorized the Executive Director/CEO to execute Contract #2020-02 for Dial-A-Ride and other on-request shared mobility services to AV Transportation Services, LLC, Lancaster, California, for a base term of five years and five months (5.5) with two (2) one-year options for a possible seven years and five months for an estimated amount of \$4,522,500 per service year.

Approved (6-0-0-0)

Sole Source Contract Amendment No. 2 for Contract #2014-01 With Pinnacle Petroleum for Bulk Fuel Supply and Delivery

Authorized the Executive Director/CEO to execute sole source Contract Amendment No. 1 for an additional amount of \$2,500,000 and one-year time extension to Pinnacle Petroleum, Inc., of Huntington Beach, California, under AVTA's Contract #2014-01, to complete AVTA's change out of its commuter diesel fleet to battery-electric propulsion.

Approved (6-0-0-0)

Sole Source Contract Amendment No. 5 for Contract #2019-18 with Stantec Consulting Services, Inc. for Operational Analysis and Implementation Support

Authorized the Executive Director/CEO to execute Sole Source Contract Amendment No. 5 for Contract #2019-18 for an additional amount of \$74,895 to Stantec Consulting Services, Inc., Los Angeles, California.

Approved (6-0-0-0)

CVH/sr